

CV 12

4167

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JANINA DAVIS & SUBHANA RAHIM
Plaintiffs,

SUMMONS ISSUED

-against-

Index No.:

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI
a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL, JAMES GUY,
JOHN DOES 1-5, JANE DOE, ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, P S Y TRADING, INC.,
Defendants.

GERSHON, J.

LEVY, M.J.

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

2012 AUG 21 AM 10:43

FILED
CLERK

- COMPLAINT -

COME NOW PLAINTIFFS JANINA DAVIS and SUBHANA RAHIM, by their attorney André
Ramón Soleil, Esq., to complain of the Defendants and state as follows:

- PARTIES, JURISDICTION AND VENUE -

1. This Court has jurisdiction over this action under 28 U.S.C. §1331, FEDERAL QUESTION. The matters in controversy arise under 18 U.S.C. §1961, *et seq.*, RACKETEERING INFLUENCED & CORRUPT ORGANIZATIONS and the court has SUPPLEMENTAL JURISDICTION pursuant to 28 U.S.C. §1367 over the related state law matters.
2. VENUE properly lies in this Eastern District of New York ("EDNY") pursuant to 28 U.S.C. §1391(b)(1-2), because all Defendants reside in EDNY's jurisdiction, a "substantial part of the events ... giving rise to the claim occurred ..." in EDNY, and "a substantial part of property that is the subject of the action is situated" in EDNY.

3. Plaintiff JANINA DAVIS (hereinafter "DAVIS") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 139 Clinton Avenue, Apt. 1, Brooklyn, NY 11205.
4. Plaintiff SUBHANA RAHIM (hereinafter "RAHIM") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 395 Madison Street, Brooklyn, NY 11221.
5. Defendant MORAD YEROUSHALMI (hereinafter "MORAD") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 12 Orange Dr., Jericho, NY 11753-1518.
6. Defendant MOUSSA YEROUSHALMI a/k/a MOISHE YEROUSHALMI (hereinafter "MOUSSA") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 44 Maple Dr., Great Neck, NY 11021-1240.
7. Defendant FARZANEH YEROUSHALMI (hereinafter "FARZANEH") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 44 Maple Dr., Great Neck, NY 11021-1240.
8. Defendant ASWAD AYINDE a/k/a ARUNE DESTULA a/k/a ERIC MCGILL a/k/a BAKU (hereinafter "BAKU") is over the age of 18, is a citizen of the United States of America and the State of New York, and is an inmate of South Woods State Prison, 215 Burlington Rd., Bridgeton, NJ 08302.
9. Defendant JAMES GUY (hereinafter "GUY") is over the age of 18, is a citizen of the United States of America and the State of New York, and has business offices at 49 Spice Mill Blvd., Clifton Park, NY 12065.

11. Defendant JANE DOE is apparently over the age of 18. Her citizenship is unknown.
12. Defendant ALTRIA DEVELOPMENT, LLC (hereinafter "ALTRIA") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
13. Defendant M&M DEVELOPER, LLC (hereinafter "M&M") is a foreign unauthorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
14. Defendant MBM DEVELOPMENT, LLC (hereinafter "MBM-D") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
15. Defendant MBM ENTERTAINMENT, LLC (hereinafter "MBM-E") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
16. Defendant P S Y TRADING, INC. (hereinafter "PSY") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.

- FACTS COMMON TO ALL CLAIMS -

17. DAVIS and BAKU were romantically involved from May 2002 until June 2006.
18. DAVIS and BAKU are parents of Altria Ayinde who was born October 21, 2003.
19. On information and belief, MOUSSA is married to FARZANEH
20. On information and belief, MORAD is the full brother of MOUSSA.

21. On information and belief, ALTRIA's members, while it operated and existed, were DAVIS, MOUSSA and MORAD.
22. On information and belief, M&M's members were and are MORAD and MOUSSA.
23. On information and belief, MBM-D's members were and are DAVIS and M&M.
24. On information and belief, MBM-E's members are MORAD and FARZANEH.
25. On information and belief, PSY was wholly owned by BAKU.
26. On information and belief, the Defendants conspired against DAVIS and took more than \$4,800,000.00 of real property from DAVIS without adequate consideration, paying DAVIS a mere \$150,000.00 total consideration, by conversion and in a manner contrary to the CIVIL RICO STATUTE.

- 148 West 127th Street, Harlem, NY -

27. Prior to April 2005, DAVIS was fee simple absolute owner, without significant mortgage or encumbrance, of 148 West 127th Street, New York, NY (New York County, Block 1911, Lot 54) (hereinafter "W127").
28. At or about April 2005, W127 had an estimated value of \$1,500,000.00.
29. In or about April 2005, MOUSSA and M&M entered into a joint venture with DAVIS to form MBM-D and to develop W127 through MBM-D (together with the development of GATES (defined below) the "Joint Development"). The parties agreed that M&M pay the cost of rehabilitation, that DAVIS would transfer W127 in title to MBM-D, that DAVIS would be an equal (50%) partner with M&M in MBM-D, that DAVIS would receive an equal share (50%) of the net profits of MBM-D, and that M&M would pay \$150,000.00 to DAVIS in consideration of her initial risk.

EXHIBIT A – MBM-D Agreement, dated April 19, 2005.

30. There was never any contract of sale regarding DAVIS's transfer of W127 to MBM-D.
31. Davis never received \$150,000.00; and, in any case, \$150,000.00 was not adequate consideration for the alleged transfer of W127 in 2005.
32. DAVIS did not intend or agree to divest herself of interest in W127.
33. In and between April and May 2005, DAVIS formed MBM-D with M&M. DAVIS understood and agreed that membership in MBM-D was exclusive to M&M and herself.
34. On May 6, 2005, DAVIS allegedly executed a deed for W127 from DAVIS to MBM-D. The New York City Register recorded this deed on October 13, 2005. DAVIS has no recollection of signing this deed. **EXHIBIT B** – Deed (W127) DAVIS to MBM-D, Filed 10-13-05.
35. Unbeknownst to DAVIS, on or about May 9, 2006, MBM-D, an entity in which she believed herself to be a partner, transferred title of W127 to MBM-E, an entity in which she had no interest. Upon this deed, MORAD and FARZANEH, both alleging to be members of MBM-D, executed the transfer deed dated May 9, 2006 to MBM-E. On information and belief, FARZANEH was neither a member of MBM-D, nor an officer of M&M. The New York City Register recorded this deed on May 22, 2006. **EXHIBIT C** – Deed (W127) MBM-D to MBM-E, Filed 5-22-06.
36. Unbeknownst to DAVIS, on or about October 23, 2006, MBM-E transferred title of W127 to MBM-E and BAKU. The purported effect of this transfer was to create a 66 2/3% interest in MBM-E and a 33 1/3% interest in BAKU as tenants-in-common of W127. MOUSSA executed this deed as member of MBM-E. The New York City

Register recorded this deed on November 13, 2006. **EXHIBIT D** – Deed (W127) MBM-E to MBM-E (66 2/3%) and BAKU (33 1/3%), Filed 11-13-06.

37. Unbeknownst to DAVIS, on or about October 23, 2006, BAKU transferred his alleged 33 1/3% interest in title of W127 to PSY. The purported effect of this transfer was to create a 66 2/3% interest in MBM-E and a 33 1/3% interest in PSY as tenants-in-common of W127. The New York City Register recorded this deed on November 13, 2006. **EXHIBIT E** – Deed (W127) BAKU (33 1/3%) to PSY (33 1/3%), Filed 11-13-06.
38. Unbeknownst to DAVIS, on or about March 5, 2007, MORAD and FARZANEH transferred their purported interest in title of W127 to PSY and MBM-E. The purported effect of this transfer was to create a 66 2/3% interest in MBM-E and a 33 1/3% interest in PSY as tenants-in-common of W127. The New York City Register recorded this deed on March 21, 2007. **EXHIBIT F** – Deed (W127) MORAD and FARZANEH to MBM-E and PSY, Filed 3-21-07.
39. Unbeknownst to DAVIS, on or about March 5, 2007, PSY and MBM-E transferred their purported interest in title of W127 to MORAD and FARZANEH. The purported effect of this transfer was to create a 50% interest in MORAD and a 50% interest in FARZANEH as tenants-in-common of W127. The New York City Register recorded this deed on March 21, 2007. **EXHIBIT G** – Deed (W127) MBM-E and PSY to MORAD and FARZANEH, Filed 3-21-07.
40. DAVIS was never given any money from any Defendant in consideration for her alleged transfer of W127. DAVIS did not intend or agree to divest herself of her interest in W127.

- 187 Gates Avenue, Clinton Hill, NY -

41. On or about October 29, 2003, DAVIS received title, fee simple absolute, of 187 Gates Avenue, Brooklyn, NY (Kings County, Block 1972, Lot 38) (hereinafter "GATES") from RAHIM and BAKU. The New York City Register recorded this deed on March 9, 2004. **EXHIBIT H** – Deed (GATES) RAHIM and BAKU to DAVIS, Filed 3-9-04.
42. On October 6, 2004, RAHIM commenced *Rahim v. Destula*, Index No.: 31765/2004, Supreme Court Kings County (the "*Rahim* Supreme Court matter"). This complaint and *lis pendens* were served on BAKU and DAVIS on or about November 15, 2004.
43. GATES was the other property, as DAVIS's consideration and as a property to be developed into condominiums, in the Joint Development. See **EXHIBIT A**.
44. There was never any contract of sale regarding DAVIS's alleged transfer of GATES to MBM-D.
45. DAVIS never received \$150,000.00; and, in any case, \$150,000.00 was not adequate consideration for the combined transfer of W127 and GATES in 2005.
46. DAVIS did not intend or agree to divest herself of interest in GATES.
47. On December 13, 2004, DAVIS was stayed and enjoined from executing any transfer of GATES by court order in the *Rahim* Supreme Court matter. As such, this deed and transfer are void *ab initio*. **EXHIBIT I** – Order of Judge Kramer, Dated December 13, 2004.
48. On May 6, 2005, DAVIS allegedly executed a deed for GATES from DAVIS to MBM-D. The New York City Register recorded this deed on October 5, 2005.

DAVIS has no recollection of signing this deed. **EXHIBIT J – Deed (GATES)**
DAVIS to MBM-D, Filed 10-05-05.

49. Unbeknownst to DAVIS, on or about November 15, 2006, MBM-D, an entity in which she believed herself to be a partner, transferred title of GATES to MORAD and FARZANEH. FARZANEH executed this deed alleging to be a member of MBM-D. On information and belief, FARZANEH was neither a member of MBM-D, nor an officer of M&M. The New York City Register recorded this deed on November 28, 2006. **EXHIBIT K – Deed (GATES) MBM-D to MORAD and FARZANEH**, Filed 11-28-06.
50. Unbeknownst to DAVIS, on November 15, 2006, MORAD and FARZANEH also executed a deed for GATES from MORAD and FARZANEH *back to* MBM-D. The New York City Register recorded this deed on January 4, 2006. **EXHIBIT L – Deed (GATES) MORAD and FARZANEH to MBM-D**, Filed 1-04-06.
51. DAVIS was never given any money from any Defendant in consideration for her alleged transfer of GATES. DAVIS did not intend or agree to divest herself of her interest in GATES.

- 139 Clinton Avenue, Clinton Hill, NY -

52. Prior to August 2005, DAVIS was fee simple absolute owner of 139 Clinton Avenue, Brooklyn, NY (Kings County, Block 1888, Lot 11) (hereinafter “CLINTON”).
53. At or about August 15, 2005, CLINTON had an estimated value of \$2,200,000.00.
54. In or about August 2005, DAVIS, MOUSSA and MORAD entered into a joint venture to form ALTRIA and to develop CLINTON through ALTRIA by dividing the lot (the front from the rear) and developing condominium units on the new rear lot at

CLINTON. The parties agreed that MOSUSSA and MORAD would pay the costs of development, that DAVIS would transfer CLINTON in title to ALTRIA, that DAVIS would be an equal partner (50%) with MORAD and MOUSSA (50%) in ALTRIA, that DAVIS would receive an equal share (50%) of the net profits of ALTRIA with MORAD and MOUSSA, and that MORAD and MOUSSA would pay DAVIS \$200,000.00 in consideration of her initial risk. **EXHIBIT M** – ALTRIA Agreement, Dated April 19, 2005.

55. There was never any contract of sale regarding DAVIS's transfer of CLINTON to ALTRIA.
56. DAVIS never received full consideration; and, in any case, \$200,000.00 was not adequate consideration for the transfer of CLINTON in 2005.
57. DAVIS did not intend or agree to divest herself of interest in CLINTON.
58. In April 2005, DAVIS formed ALTRIA with MORAD and MOUSSA exclusively.
59. On August 15, 2005, DAVIS executed a deed for CLINTON from DAVIS to ALTRIA. The New York City Register recorded this deed on September 1, 2005. **EXHIBIT N** – Deed (CLINTON) DAVIS to ALTRIA, Filed 9-1-05.
60. Unbeknownst to DAVIS, on or about May 10, 2006, ALTRIA, an entity in which she believed herself to be a member, transferred title of CLINTON to MORAD and FARZANEH. MORAD executed this transfer deed as member of ALTRIA. The New York City Register recorded this deed on May 23, 2006. **EXHIBIT O** – Deed (CLINTON) ALTRIA to MORAD and FARZANEH, Filed 5-23-06.
61. DAVIS continues in possession of apartment 1 at CLINTON.

62. DAVIS received a total of \$150,000.00 from Defendants in consideration for her transfer of CLINTON.

63. \$150,000.00 was neither the contemplated or agreed consideration, nor is it adequate consideration, for DAVIS's full divestiture of interest in CLINTON.

- FIRST CAUSE OF ACTION: CIVIL RICO -

64. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 61 of this Complaint.

65. Defendants knowingly, acted in concert, conspiring to convert \$3,412,500.00 in equity from, and title of, DAVIS's W127, GATES, and CLINTON properties to themselves.

- Defendants' First Predicate Act: Robbery and/or Larceny by Extortion on May 6, 2005 -

66. In or about March 2003, BAKU began a program of physical and emotional abuse against DAVIS. On this date, he first attacked DAVIS slapping her several times across her face, and causing her to swell and bruise.

67. On October 29, 2003, RAHIM and BAKU transferred GATES to DAVIS.

68. Between March 2003 and June 2006, BAKU routinely forced DAVIS into submission by strangling her and pinning her against the various walls of CLINTON.

69. On March 9, 2004, DAVIS filed the deed transferring GATES from RAHIM to DAVIS.

70. In or about April 2004, while DAVIS was with BAKU at GATES, he shoved DAVIS against the wall and choked her. DAVIS had their infant daughter in her hands. BAKU caused their daughter to fall in this battle. BAKU then followed DAVIS into the bathroom and punched her in the face, knocking her out, and causing her to fall into and break a standing mirror. On information and belief, BAKU continued to

pummel DAVIS severely, causing her to have a swollen bruised eye – the left eye being so swollen that it was shut.

71. On November 24, 2004, BAKU was found guilty of several assaults against RAHIM in the matter *Rahim v. Destula*, O-31968-04 (NY Fam.Ct., Kings County), and was subject to an Order of Protection until November 24, 2006.
72. On January 1, 2005, in the *Rahim* Supreme Court matter, BAKU was found liable to RAHIM for several acts of battery, intentional and negligent infliction of emotional distress from April 2002 and August 2003, and for converting RAHIM's then equity by his forced mortgaging of GATES, and its transfer to DAVIS. Neither RAHIM nor DAVIS wanted GATES transferred from RAHIM to DAVIS.
73. In the *Rahim* Supreme Court matter, RAHIM took reserved damages for later inquest at trial. There has never been a trial or inquest for damages.
74. By March 2005, DAVIS's credit standing and equity in her properties were exhausted. BAKU sought partners in his desire for continued free money against Plaintiff's interests.
75. On or about April 22, 2005, Defendants MORAD, MOUSSA and FARZANEH, and the business entities in their control, M&M, MBM-D, MBM-E, ALTRIA and PSY, made their first in a series of payments to BAKU for his "services" in controlling DAVIS and RAHIM. Defendants' payment records reflect that BAKU received \$420,601.00 for his participation as "enforcer" of the criminal enterprise through which BAKU delivered to his co-defendants the spoils of his plunder – DAVIS' properties.

76. In or about July 2005, while in a hotel room in the Dominican Republic, BAKU punched and slapped DAVIS several times causing her bruises and lacerations, and insisted that she transfer CLINTON to defendants.
77. Therefore, BAKU and defendants engaged in larceny through extortion (N.Y. PEN. CODE § 155.05(2)(e)(i) & 155.42) and robbery (N.Y. PEN. CODE § 160.15 or 160.10) in an organized manner contrary to 18 USC § 1961(1)(A).

- Defendants' Second Predicate Act: Bank Fraud on May 12, 2006 -

78. Unbeknownst to the DAVIS, on or about May 12, 2006, MORAD and FARZANEH borrowed \$1,300,000.00 from Metropolitan National Bank Company, LLC against the title to CLINTON.
79. Upon information and belief, MORAD and FARZANEH stated upon the executed May 12, 2006 mortgage instrument that they "lawfully own the Property [. . .] have a right to mortgage, grant and convey the Property to the Lender . . . and [. . . that] there are no outstanding claims or charges against the Property, except for those which are of public record."
80. On May 12, 2006, MORAD and FARZANEH knew or should have known that MORAD executed the deed of May 10, 2006 from ALTRIA to MORAD and FARZANEH without DAVIS's knowledge or consent.
81. On May 12, 2006, MORAD and FARZANEH knew or should have known that DAVIS would assert her claim upon CLINTON, when neither they, nor any Defendant company that they controlled, ever gave DAVIS full or adequate consideration for CLINTON, and when they fraudulently conveyed CLINTON from their various Defendant companies that they controlled to themselves.

82. Therefore, MORAD, MOUSSA, FARZENA and defendants engaged bank fraud (18 U.S.C. § 1344 in an organized manner contrary to 18 USC § 1961(1)(B).

- Defendants' Third Predicate Act: Bank Fraud on November 15, 2006 -

83. Unbeknownst to the DAVIS, on or about November 15, 2006, MORAD and FARZANEH borrowed \$1,137,500.00 from Metropolitan National Bank Company, LLC against the title to GATES.
84. Upon information and belief, MORAD and FARZANEH stated upon the executed November 15, 2006 mortgage instrument that they "lawfully own the Property [. . .] have a right to mortgage, grant and convey the Property to the Lender . . . and [. . . that] there are no outstanding claims or charges against the Property, except for those which are of public record."
85. On November 15, 2006, FARZANEH executed the deed of *that same date* from MBM-D to MORAD and FARZANEH without DAVIS's knowledge or consent.
86. On information and belief, MORAD was fully aware of his wife's conversion of GATES from MBM-D to their mutual personal title.
87. On November 15, 2006, MORAD and FARZANEH knew or should have known that DAVIS would assert her claim upon GATES, when neither they, nor any Defendant company that they controlled, ever gave DAVIS full or adequate consideration for GATES, and when they fraudulently conveyed GATES from their various Defendant companies that they controlled to themselves.
88. Therefore, MORAD, MOUSSA, FARZENA and defendants engaged bank fraud (18 U.S.C. § 1344 in an organized manner contrary to 18 USC § 1961(1)(B).

- Defendants' Fourth Predicate Act: Bank Fraud on March 5, 2007 -

89. Unbeknownst to the DAVIS, on or about March 5, 2007, MORAD and FARZANEH borrowed \$975,000.00 from Metropolitan National Bank Company, LLC against the title to W127.
90. Upon information and belief, MORAD and FARZANEH stated upon the executed March 5, 2007 mortgage instrument that they "lawfully own the Property [, . . .] have a right to mortgage, grant and convey the Property to the Lender . . . and [, . . . that] there are no outstanding claims or charges against the Property, except for those which are of public record."
91. On March 5, 2007, MORAD and FARZANEH knew they jointly executed the deed of May 9, 2006 from MBM-D to MBM-E, without DAVIS's knowledge or consent, and thereby unlawfully took all interests in W127 from DAVIS.
92. On March 5, 2007, MORAD and FARZANEH knew or should have known that DAVIS would assert her claim upon W127, when neither they, nor any Defendant company that they controlled, ever gave DAVIS full or adequate consideration for W127, and when they fraudulently conveyed W127 from their various Defendant companies that they controlled.
93. Therefore, MORAD, MOUSSA, FARZENAH and defendants engaged bank fraud (18 U.S.C. § 1344 in an organized manner contrary to 18 USC § 1961(1)(B).

- Defendants' Fifth Predicate Act: Identification Fraud on July 30, 2012 -

94. On information and belief, on or about July 30, 2012, at or about 4:30pm, Defendants MORAD, MOUSSA, GUY, JOHN DOE 1-5 and JANE DOE called a locksmith, "Frank," to CLINTON. There, GUY, MOUSSA and MORAD presented JOHN DOE

5 to Frank and explained that he was the "Federal Marshal" with authority to eject "squatters." JOHN DOE 5 presented Frank with what appeared to be federal identification devices – a badge, picture identification and a warrant, that identified JOHN DOE 5 as a Federal Marshal. Then JOHN DOE 5 informed Frank that JOHN DOE 1-4 and JANE DOE were his deputies.

95. Defendants knew that JOHN DOE 5 was not a federal marshal, that JOHN DOE 1-4 and JANE DOE were not his deputies, and that his identification devices and warrants were forgeries.
96. On information and belief, at or about 5:00pm, Defendants MORAD, MOUSSA, GUY, JOHN DOE 1-5 and JANE DOE caused Frank to forcibly remove the front door lock of 139 Clinton Avenue, Brooklyn. Accompanied by JOHN DOE 1-3 and a German Shepherd attack dog, Frank removed the locks to apartment 1, the residence of DAVIS, and apartment 3, the residence of DAVIS' licensees (RAHIM's family).
97. At or about 5:30pm, DAVIS and RAHIM arrived at 139 Clinton Avenue, Brooklyn. When the Plaintiffs arrived, the NYPD was already there. DAVIS and RAHIM explained to the police that this was an illegal eviction. The police questioned GUY, MORAD and MOUSSA. The police then questioned the alleged marshals.
98. Plaintiffs heard the "marshals" explained that they were tenants of apartments 1 and 3 and that they had the right to change the locks. The police refused to intervene at first and told the parties to take their contentions to landlord-tenant court.
99. After companions of DAVIS arrived and explained audibly to DAVIS that they would go get rat poison to poison the dog that the Defendants left roaming the hallways of CLINTON, JANE DOE yelled and demanded that GUY, MOUSSA and MORAD

immediately return her dog. She stated that she would not leave her dog in the building to be killed, and that she would "tell the truth and turn you all in to the police."

100. RAHIM demonstrated to the police that DAVIS was the true possessor of apartment 1, and that DAVIS had claims being litigated as to title to CLINTON. RAHIM showed the police the *lis pendence* of CLINTON with the parties' various names upon it. Defendants did not show the police any federal badge, officer's identification or warrant, and the police demanded that they replace the locks and leave and warned them to not return until they had a warrant.
101. Frank apologized to DAVIS, whom he has known for 14 years, and explains that he did not know that it was her home they wanted him to change the locks on. He asked her how she got in trouble with the marshals. After inquiry, Frank explained that the "marshals" presented him with official identification and a warrant, and said, "I wouldn't open up anybody's house without seeing a badge. I'm not going to jail for nobody."
102. Therefore, MORAD, MOUSSA, GUY and defendants committed identification fraud (18 U.S.C. § 1028) in an organized manner contrary to 18 USC § 1961(1)(B).

- General Civil RICO -

103. These five predicate acts exceed the requisite three in number and have each occurred within the past ten-year period.
104. Defendants' acts in furtherance of their conspiracy to convert DAVIS and RAHIM's properties and commit various larcenies and criminal frauds through the hereinabove

predicate acts are the proximate and actual causes of DAVIS and RAHIM's proprietary losses.

105. DAVIS has been deprived of \$3,412,500.00 in equity in her properties.

106. Therefore, DAVIS prays for a judgment of \$10,237,500.00 as joint and several statutory damages from Defendants.

107. Therefore, RAHIM prays for judgment of \$6,000,000 as joint and several statutory damages from Defendants.

- SECOND CAUSE OF ACTION: QUIET TITLE OF 148 WEST 127TH STREET, HARLEM, NY -

108. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 107 of this Complaint.

109. DAVIS never received any record, certificate or other indicia of being a member of MBM-D.

110. DAVIS never received any share of any profits from MBM-D's W127.

111. On information and belief, neither MBM-D nor M&M renovated W127.

112. DAVIS never received \$150,000.00 in partial consideration for transferring W127.

113. MORAD and MOUSSA have admitted to DAVIS in open court that the \$150,000.00 was in consideration for both W127 and GATES. DAVIS maintains that the agreement was that she received \$150,000.00 for each of W127 and GATES as *partial* consideration. As such, any contract to allegedly transfer W127 to MBM-D is void *ab initio* for failure of agreement.

114. The contract to allegedly transfer W127 to MBM-D is voided by failed consideration.

115. All Defendants herein had actual knowledge of DAVIS's claim to W127.

116. THEREFORE DAVIS demands judgment voiding the W127 deed recorded October 13, 2005, and all subsequently recorded deeds to W127. See EXHIBIT B.

- THIRD CAUSE OF ACTION: QUIET TITLE OF 187 GATES AVENUE, CLINTON HILL, NY -

117. DAVIS and RAHIM, re-allege and incorporate by reference Paragraphs 1 through 117 of this Complaint.

118. DAVIS never received any share of any profits from MBM-D's GATES.

119. On information and belief, neither MBM-D nor M&M renovated GATES.

120. DAVIS never received \$150,000.00, toward the agreed consideration for allegedly transferring GATES.

121. The contract to transfer GATES to MBM-D is void *ab initio* for failure of agreement.

122. The contract to transfer GATES to MBM-D is voided by failed consideration.

123. All Defendants herein had actual knowledge of DAVIS's claim to GATES.

124. THEREFORE DAVIS demands judgment voiding the GATES deed recorded October 5, 2005, and all subsequently recorded deeds to GATES. See EXHIBIT J.

- FOURTH CAUSE OF ACTION: QUIET TITLE OF 139 CLINTON AVENUE, CLINTON HILL, NY -

125. DAVIS and RAHIM, re-allege and incorporate by reference Paragraphs 1 through 124 of this Complaint.

126. DAVIS never received any share of any profits from ALTRIA's CLINTON.

127. On information and belief, neither ALTRIA, MOUSSA, nor MORAD renovated CLINTON.

128. The Defendants never divided the Clinton lot nor ever developed condominiums.

129. DAVIS never received \$200,000.00 in partial consideration for transferring CLINTON. DAVIS only received \$150,000.00.

- 130. The contract to transfer CLINTON to ALTRIA is voided by failed consideration.
- 131. All Defendants herein had actual knowledge of DAVIS's claim to CLINTON.
- 132. THEREFORE DAVIS demands judgment voiding the CLINTON deed recorded September 1, 2005, and all subsequently recorded deeds to CLINTON. See EXHIBIT N.

- FIFTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 148 WEST 127TH STREET, HARLEM, NY -

- 133. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 132 of this Complaint.
- 134. MBM-D, MBM-E, BAKU, PSY, MORAD and FARZANEH each took subsequent title to W127 with actual knowledge that DAVIS had not received consideration for its transfer.
- 135. MBM-D, MBM-E, BAKU, PSY, MORAD and FARZANEH have each knowingly kept or transferred title to W127 against DAVIS's superior right of title and possession.
- 136. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, returning title and possession of W127 to DAVIS.

- SIXTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 187 GATES AVENUE, CLINTON HILL, NY -

- 137. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 136 of this Complaint.
- 138. MBM-D, MORAD and FARZANEH each took subsequent title to GATES with actual knowledge that DAVIS had not received consideration for its transfer.
- 139. MBM-D, MORAD and FARZANEH have each knowingly kept or transferred title to GATES against DAVIS's superior right of title and possession.

140. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, returning title and possession of GATES to DAVIS.

- SEVENTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 139 CLINTON AVE., BROOKLYN, NY -

141. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 140 of this Complaint.

142. ALTRIA, MORAD and FARZANEH each took subsequent title to CLINTON with actual knowledge that DAVIS had not received consideration for its transfer.

143. ALTRIA, MORAD and FARZANEH have each knowingly kept or transferred title to CLINTON against DAVIS's superior right of title and possession.

144. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, returning title and possession of CLINTON to DAVIS.

- EIGHTH CAUSE OF ACTION: BREACH OF MBM-D CONTRACT -

145. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 144 of this Complaint.

146. As a result of Defendants' breach, DAVIS has lost rental income from W127 and GATES, and has suffered personal hardship from her loss of sustaining revenues.

147. Defendants knew or should have known that by their breach of contract, they would cause severe hardship upon DAVIS.

148. Defendants' conduct demonstrates that they maliciously breached the MBM-D contract to DAVIS's detriment.

149. THEREFORE DAVIS demands judgment against all defendants, jointly and severally, in the amount of \$1,680,000.00, plus punitive damages in the amount of \$3,360,000.00, plus costs and attorney's fees.

- NINTH CAUSE OF ACTION: BREACH OF ALTRIA CONTRACT -

150. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 149 of this Complaint.
151. As a result of Defendants' breach, DAVIS has lost rental income from CLINTON, and has suffered personal hardship from her loss of sustaining revenues.
152. Defendants knew or should have known that by their breach of contract, they would cause severe hardship upon DAVIS.
153. Defendants' conduct demonstrates that they maliciously breached the ALTRIA contract to DAVIS's detriment.
154. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, in the amount of \$840,000.00, plus punitive damages in the amount of \$1,680,000.00, plus costs and attorney's fees.

- TENTH CAUSE OF ACTION: CONVERSION OF 148 WEST 127TH STREET, HARLEM, NY -

155. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 154 of this Complaint.
156. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, of \$4,500,000.00.

-ELEVENTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 187 GATES AVE., CLINTON HILL, NY-

157. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 156 of this Complaint.
158. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, of \$3,900,000.00.

- TWELFTH CAUSE OF ACTION: CONVERSION OF 139 CLINTON AVE., BROOKLYN, NY -

159. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 158 of this Complaint.

160. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, of \$6,000,000.00.

- THIRTEENTH CAUSE OF ACTION: BATTERY -

161. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 160 of this Complaint.

162. THEREFORE DAVIS demands judgment against BAKU in the amount of \$100,000.00, plus punitive damages in the amount of \$10,000,000.00, plus costs and attorney's fees.

**FOURTEENTH CAUSE OF ACTION:
INTENTIONAL INFLICTION OF EXTREME EMOTIONAL DISTRESS**

163. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 162 of this Complaint.

164. BAKU planned a series of beatings followed by rewards to manipulate DAVIS into mental-emotional submission to BAKU, and giving BAKU undue influence over DAVIS's actions.

165. DAVIS suffered battered woman's syndrome as a result of BAKU's intentional acts.

166. DAVIS's distressed emotional state caused her to miscarry in January 2006.

167. DAVIS's distressed emotional state and BAKU's undue influence caused her to divest herself of W127, GATES and CLINTON against her interests.

168. THEREFORE DAVIS demands judgment against BAKU in the amount of \$10,000,000.00, plus punitive damages in the amount of \$10,000,000.00, plus costs and attorney's fees.

**FIFTEENTH CAUSE OF ACTION:
NEGLIGENT INFLECTION OF EXTREME EMOTIONAL DISTRESS**

169. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 168 of this Complaint.
170. Defendants knew and encouraged BAKU in the use of his undue influence over DAVIS to cause her to transfer W127, GATES and DAVIS-3 into their title and possession. MORAD and MOUSSA admit this, stating in open court that they paid BAKU nearly \$500,000.00 for W127, GATES and CLINTON. MORAD and MOUSSA knew that BAKU did not own W127, GATES or CLINTON. See **EXHIBIT P – Payouts to BAKU.**
171. Defendants have a common law and statutory duty to not take and keep stolen property.
172. Defendants have a common law and statutory duty to not pay persons to commit crimes.
173. Despite Defendants' duty to not partake in stolen property or pay person's to commit crimes, Defendants paid BAKU to exercise his undue influence over DAVIS to induce her to give them title and possession of W127, GATES, and CLINTON without consideration.
174. DAVIS was harmed by conversions and/or losses of W127, GATES, and CLINTON.

175. Defendants knew, contemplated and foresaw that DAVIS would lose more than \$6,000,000.00, and knew or should have known that DAVIS would suffer clinical depression as a result of her ordeal.
176. Defendants caused DAVIS to suffer depression, and other forms of extreme emotional distress as a result of their negligence.
177. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, in the amount of \$10,000,000.00, plus punitive damages in the amount of \$30,000,000.00, plus costs and attorney's fees

SIXTEENTH CAUSE OF ACTION: BREACH OF CONTRACT

178. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 177 of this Complaint.
179. Defendants knew and encouraged BAKU in the use of his undue influence over DAVIS to cause her to transfer W127, GATES and CLINTON into their title and possession. MORAD and MOUSSA admit this, stating in open court that they paid BAKU nearly \$500,000.00 for W127, GATES and CLINTON. MORAD and MOUSSA knew that BAKU did not own W127, GATES or CLINTON.
180. Defendants have a common law and statutory duty to not take and keep stolen property.
181. Defendants have a common law and statutory duty to not pay persons to commit crimes.
182. Despite defendant's duty to not partake in stolen property or pay person's to commit crimes, defendant's paid BAKU to exercise his undue influence over DAVIS to induce

her to give them title and possession of W127, GATES, and CLINTON without consideration.

183. DAVIS was harmed by conversions and/or losses of W127, GATES, and CLINTON.

184. Defendants knew, contemplated and foresaw that DAVIS would lose more than \$6,000,000.00, and knew or should have known that DAVIS would suffer clinical depression as a result of her ordeal.

185. Defendants caused DAVIS to suffer depression, and other forms of extreme emotional distress as a result of their negligence.

186. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, in the amount of \$10,000,000.00, plus punitive damages in the amount of \$30,000,000.00, plus costs and attorney's fees.

SEVENTEENTH CAUSE OF ACTION: BREACH OF CONTRACT

187. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 186 of this Complaint.

188. On September 12, 2005, MORAD, MOUSSA, M&M and DAVIS entered into a contract that provided that M&M would pay DAVIS \$100,000.00 and satisfy the \$752,000.00 mortgage on GATES on or before January 2, 2006, in return for DAVIS' transfer of GATES to M&M.

189. Defendants neither satisfied the \$752,000.00 mortgage on GATES by January 3, 2006 nor paid DAVIS \$100,000.00 ever.

190. Therefore DAVIS demands judgment against all defendants, jointly and severally, in the amount of \$852,000.00, plus punitive damages in the amount of \$1,800,000.00, plus interests, costs and attorney's fees. See **EXHIBIT Q** – Stipulation dated

September 12, 2005 with Transcript. See also **EXHIBIT R** – Order finding

Stipulation to be a Contract as to M&M, Morad and Moussa dated July 19, 2011.

191. Plaintiffs demand trial by jury.

- PRAYER -

WHEREFORE Plaintiffs pray for judgment awarding the following: (a) SEVENTY-TWO MILLION ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$72,197,500.00 US) to DAVIS jointly and severally from all Defendants; (b) SIX MILLION DOLLARS (\$6,000,000.00 US) to RAHIM jointly and severally from all Defendants; (c) VOIDING all deeds recorded subsequent to September 1, 2005 against W127, GATES, and CLINTON; (d) ORDERING REPLEVIN of title and possession from Defendants to DAVIS of W127, GATES and CLINTON to DAVIS; (e) FINDING and DECLARING Defendants liable for the tort claims herein alleged against them respectively; (f) AWARDING costs and attorney fees; and (g) AWARDING all such further and other reliefs the Court finds just and proper.

Dated: Brooklyn, NY
August 14, 2012

A.R. Soleil & Company, P.C.


Attorney for DAVIS & RAHIM

By: André Ramón Soleil, Esq.

32 Court Street, Suite 1107

Brooklyn NY 11201

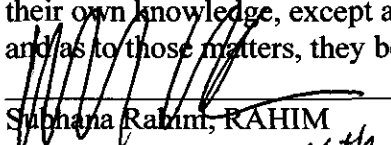
(718) 522-0103 *ph*

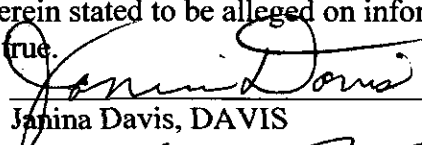
(718) 705-4397 *fax*

- VERIFICATION -

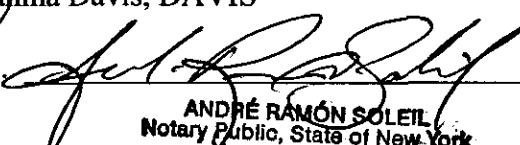
STATE OF NEW YORK, COUNTY OF KINGS } s.s.:

Janina Davis and Subhana Rahim, being duly sworn, says that they are DAVIS and RAHIM respectively in the above-entitled proceeding and that the foregoing complaint is true to their own knowledge, except as to matters herein stated to be alleged on information and belief, and as to those matters, they believe it to be true.


Subhana Rahim, RAHIM


Janina Davis, DAVIS

Sworn before me this 14th day of August, 2012.

 Notary

ANDRÉ RAMÓN SOLEIL
Notary Public, State of New York
No. 02SO6105635
Qualified in Kings County
Commission Expires February 17, 2016

Index No.: _____

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JANINA DAVIS & SUBHANA RAHIM
Plaintiffs,

-against-

Index No.: _____

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI
a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL, JAMES GUY,
JOHN DOES 1-5, JANE DOE, ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, P S Y TRADING, INC.,
Defendants.

- COMPLAINT -

JANINA DAVIS & SUBHANA RAHIM
Plaintiffs,

-against-

Index No.: _____

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI
a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL, JAMES GUY,
JOHN DOES 1-5, JANE DOE, ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, P S Y TRADING, INC.,
Defendants.

- COMPLAINT -

Signature pursuant to N.Y. Rules Chief Admin. § 130-11-a (Consol. 2005)



André Ramon Soleil, Esq.

From: A.R. Soleil & Company, P.C.
32 Court Street, Suite 1107
Brooklyn, NY 11201
(718) 522-0103 telephone
(718) 705-4397 facsimile
asoleil@soleilcolaw.com

To: _____

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

JANINA DAVIS & SUBHANA RAHIM
Plaintiffs,

-against-

Index No.: 652725/2012

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI
a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL,
ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, P S Y TRADING, INC.,
Defendants.

LIST OF EXHIBITS

1. **EXHIBIT A** – MBM-D Agreement, dated April 19, 2005.
2. **EXHIBIT B** – Deed (W127) DAVIS to MBM-D, Filed 10-13-05.
3. **EXHIBIT C** – Deed (W127) MBM-D to MBM-E, Filed 5-22-06.
4. **EXHIBIT D** – Deed (W127) MBM-E to MBM-E (66 2/3%) and BAKU (33 1/3%),
Filed 11-13-06.
5. **EXHIBIT F** – Deed (W127) MORAD and FARZANEH to MBM-E and PSY, Filed
3-21-07.
6. **EXHIBIT G** – Deed (W127) MBM-E and PSY to MORAD and FARZANEH, Filed
3-21-07.
7. **EXHIBIT H** – Deed (GATES) RAHIM and BAKU to DAVIS, Filed 3-9-04.
8. **EXHIBIT I** – Order of Judge Kramer, Dated December 13, 2004.
9. **EXHIBIT J** – Deed (GATES) DAVIS to MBM-D, Filed 10-05-05.

10. **EXHIBIT K** – Deed (GATES) MBM-D to MORAD and FARZANEH, Filed 11-28-06.
11. **EXHIBIT L** – Deed (GATES) MORAD and FARZANEH to MBM-D, Filed 1-04-06.
12. **EXHIBIT M** – ALTRIA Agreement, Dated April 19, 2005 and amendments thereto.
13. **EXHIBIT N** – Deed (CLINTON) DAVIS to ALTRIA, Filed 9-1-05.
14. **EXHIBIT O** – Deed (CLINTON) ALTRIA to MORAD and FARZANEH, Filed 5-23-06.
15. **EXHIBIT P** – Payouts to BAKU.
16. **EXHIBIT Q** – Stipulation, Dated September 12, 2005 with Transcript.
17. **EXHIBIT R** – Order finding Stipulation to be contract as to M&M, MOUSSA and MORAD, Dated July 19, 2011.

EXHIBIT A

Ex B

AGREEMENT

AGREEMENT made on April 19, 2005, by and among M&M DEVELOPER LLC having an address at 683 Middle Neck Road, Great Neck, New York 11021 (hereinafter referred to as "M&M") and BAKU ASWAD AYINDE (SS#148-50-7079), having an address at 139 Clinton Avenue, Brooklyn, New York 11205 (hereinafter referred to as the "Baku"), and JANINA Y. DAVIS, having an address at 139 Clinton Avenue, Brooklyn, New York 11205 (hereinafter referred to as the "Janina"). M&M and Baku shall also hereinafter be referred individually as the "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, Janina is the record owner of the following properties: (a) 148 West 127th Street, New York, New York (Block 1911, Lot 54) (the "Manhattan Property") and (b) 187 Gates Avenue, Brooklyn, New York 11238 (the "Brooklyn Property") (Block 1972, Lot 38). Janina represents that a first mortgage has been recorded against the Manhattan Property and that the present indebtedness, secured by said mortgage, is in amount of \$490,223.87. Janina also represents that a first mortgage has been recorded against the Brooklyn Property and that the present indebtedness, secured by said mortgage, is in amount of \$752,000.00. The Manhattan Property and the Brooklyn Property shall also hereinafter be referred individually as the "Property," and collectively as the "Properties."

WHEREAS, M&M and Baku are desirous of entering a joint partnership (hereinafter referred to as the "Joint Partnership"), under which the Joint Partnership shall take legal title and rent out the said Properties.

WHEREAS, this agreement exists pursuant to an oral agreement and the Parties and Janina desire to memorialize this agreement into writing.

AND WHEREAS, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The preamble is hereby incorporated into this Agreement by reference and shall be treated as a part hereof and M&M, Baku and Janina hereby covenant and agree to comply with the obligations set forth in the whereas clauses.
2. Prior to transfer of title from Janina to the Joint Partnership, Janina shall be solely responsible for any and all costs in connection with the Property, including but not limited to debt service, real estate taxes, water & sewer rents, etc. (the "Carrying Costs of the Property").
4. Presently, Baku is engaged in improving and renovating the Properties at its sole cost and expenses (the "Improvements"). In addition, Baku is collecting rents from tenants in the Properties.
5. Immediately after the execution of this agreement by both Parties, M&M shall order a title report for the Property. Upon review and approval of title for each Property by M&M, Janina shall transfer legal title to the Joint Partnership for no consideration. Nonetheless, the note and the indebtedness secured by the mortgage against each Property shall remain Janina's sole responsibility. In the event that upon examination of the title report, M&M discovers defect(s) in title or existence of violations which may prevent Janina to transfer good and marketable title of either or both Properties to the Joint Partnership, M&M may provide written notice to Janina upon which this agreement shall become null and void and neither party, including Baku, shall have any further rights against the other.

M. BADA

6. Janina has full power, in accordance with law, to enter into this agreement and to consummate the transaction provided for herein, and neither the entering into this agreement nor the consummation of such transaction will constitute a violation or breach by Janina of any agreement or other instrument to which Janina is a party or by which any of her assets or properties may be affected, or any judgment, order right, injunction or decree issued against or imposed upon it, or will result in violation of any applicable law, order, rule or regulation of any governmental authority. Janina represents and warrants that there is no litigation, arbitration, assessments, special assessments, or other proceeding or governmental investigation pending or, to Janina's best knowledge, threatened against or relating to the Janina and the Property. Janina covenants and agrees to indemnify and hold M&M harmless from and against any loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees and disbursements) rising out of or in connection with any misrepresentation or breach of warranty by Janina in connection with this agreement.

7. Baku understands and agrees that during the period of ownership of the Properties by the Joint Partnership, up and until the Improvements in the Manhattan Property are fully completed. [For purposes of this paragraph, completion shall include without limitation (i) receipt of proper New York City approvals, if applicable and (ii) rental of vacant units in the Manhattan Property.] Baku shall be solely responsible to pay the Carrying Costs of each Property. In addition, Baku shall be solely responsible for all costs associated with the Improvements in the Manhattan Property. It is agreed that during such period, Baku shall be entitled to all rents collected from tenants in the Manhattan Property.

BADA
J
Once the said Improvements of the Manhattan Property are completed as provided herein, with ownership of the Property held by the Joint Partnership, the Joint Venture shall collect the income from the Properties and shall be responsible for the Carrying Costs of each Property. M&M and Baku shall retain a fifty (50.0%) ownership interest in the Joint Partnership. *Both M&M + BAKU are responsible for the mortgages on the property and should guarantee & make and agree to indemnify and hold*

8. In consideration of the terms and conditions contained herein, it is agreed that M&M shall make payment to Baku in the amount of \$150,000 under the following structure: (a) Fifty Thousand (\$50,000.00) Dollars upon execution of the contract by all parties and transfer of legal ownership in the Properties from Janina to the Joint Partnership; (b) Fifty Thousand (\$50,000.00) Dollars upon Fifty (50%) Percent Completion of the Improvements at the Manhattan Property; and (c) Fifty Thousand (\$50,000.00) Dollars upon final Completion of the Improvements in the Manhattan Property. Janina agrees and understand that she shall not be entitled to any compensation whatsoever from M&M and/or the Joint Partnership. *but I'm not*

9. Immediately upon transfer of title to the Joint Partnership, Janina agrees to pay fair market value rent for the premises she occupies as her residence in either of the Properties.

10. Notwithstanding anything provided herein to the contrary, under the Joint Partnership, throughout the ownership of the Properties, the following terms and conditions shall apply to the Parties:

- A. M&M and Baku shall be each Fifty (50.0%) Percent owners. Upon sale of either or both Properties, each Party shall be one-half interest in the Net Proceeds in the Net Proceeds. Net Proceeds shall be defined as the proceeds remaining after any and all costs, expenses, and indebtedness for that portion of Property, are paid in full.
- B. M&M shall exclusively conduct and manage the business and affairs of the Joint Partnership.
- C. Both Parties shall cooperate in carrying out the purposes of the Joint Partnership, but neither of them shall be required to devote any fixed amount of time thereto. Both of the Parties may engage in any other business or activities, including ownership and operating of any other real property, except that both Parties shall devote as much time as may be required to the Project.
- D. The Joint Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Partnership.

BADA
J.B.
to Holders from and against any loss, cost, damages, liability or expense rising out of or in connection with any unpaid of Janina's mortgages. The Joint Venture for the same amounts against Janina

- E. The Parties may not admit new parties (or transferees of any interests of existing Parties) into the Joint Partnership without the written unanimous vote or consent of all the Parties.
- F. The Joint Partnership shall terminate upon the sale of the entire Property, at which time the remaining proceeds of sale and all other assets of the Joint Partnership shall be applied and distributed to the Parties pursuant to this Agreement after payments of the expenses of liquidation and the debts and liabilities of the Joint Partnership are paid in full.

11. This Agreement constitutes the full and complete understanding of the parties hereto, and no representations, promises, or covenants other than those expressly set forth have been made or shall be considered. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties.


12. The parties acknowledge that they have each consulted with an attorney of their own choosing with respect to this Agreement, and that they have signed this Agreement after having had their attorney review it and explain its provisions to their satisfaction. The undersigned have and are deemed to have fully read this Agreement and understand the terms and provisions therein, and agree to be bound by same.



13. All notices given to any party hereunder shall be delivered to the address for that party set forth hereinabove.

14. If any provision of this Agreement herein is contrary to, prohibited by or deemed invalid under the applicable laws, rules or regulations of any jurisdiction within which this Agreement is sought to be enforced, then such provision shall be deemed inapplicable but such shall not serve to invalidate any remaining provisions hereof.

15. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their names and seals the day and year first above written.


 By: MOUSSA YEROUSHALMI, V.P.
 BAKU ASWAD AYINDE
 ARUNE DESTUWA


 JANINA Y. DAVIS
 Witness: 
 MARK YEROUSHALMI
 Shy Browde rabbi

DATED: April 19, 2005


We would pay Janina Y. Davis \$150,000.00 following
 at the Transfer of the dead \$50,000.00
 60 days after the dead Transfer additd 50,000.00
 120 days after the dead Transfer additd 50,000.00
 JADA All checks would be certifi cash or cash check
 20.

ACKNOWLEDGEMENTS

STATE OF NEW YORK, COUNTY OF

, ss.

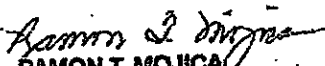
On the day of April, 2005, before me, the undersigned notary public, personally appeared MOUSSA YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


RAMON T. MOJICA
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009
My commission expires on

STATE OF NEW YORK, COUNTY OF

, ss.


On the day of April, 2005, before me, the undersigned notary public, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


RAMON T. MOJICA
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009
My commission expires on

STATE OF NEW YORK, COUNTY OF

, ss.

On the day of April, 2005, before me, the undersigned notary public, personally appeared BAKU ASWAD AYINDE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


RAMON T. MOJICA
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009
My commission expires on

04/19/2005 05:31 51682 35

DAVID POUR 8 SOC

PAGE 05/06

ACKNOWLEDGEMENTS

STATE OF NEW YORK, COUNTY OF , ss.

On the day of April, 2005, before me, the undersigned notary public, personally appeared MOUSSA YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on

STATE OF NEW YORK, COUNTY OF , ss.

On the day of April, 2005, before me, the undersigned notary public, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on

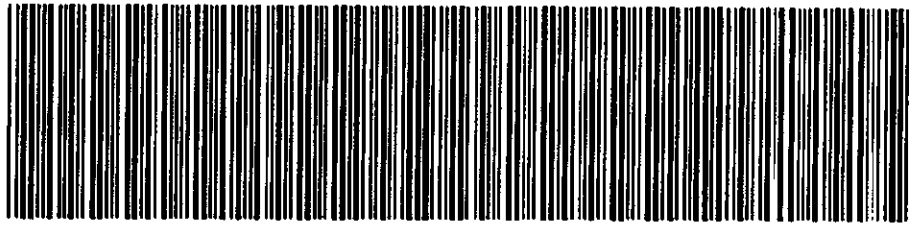
STATE OF NEW YORK, COUNTY OF , ss.

On the day of April, 2005, before me, the undersigned notary public, personally appeared BAKU ASWAD AYINDI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2005092001718001001EA626
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2005092001718001
Document Date: 05-06-2005
Preparation Date: 09-20-2005
Document Type: DEED
Document Page Count: 3
PRESENTER:

IMPERIAL ABSTRACT, IMA4007
AS AGENT FOR COMMONWEALTH LAND
TITLE INSURANCE CO.
441 ROUTE 306- (HOLD-FOR-PICKUP)
MONSEY, NY 10952
845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1911	54	Entire Lot	148 WEST 127TH STREET
Property Type: APARTMENT BUILDING				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

JANINA DAVIS
139 CLINTON AVENUE
BROOKLYN, NY 11205

GRANTEE/BUYER:

MBM DEVELOPMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

FEES AND TAXES

Mortgage			Recording Fee: \$	52.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	165.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 10-13-2005 12:14

City Register File No.(CRFN):

2005000570643

G. M. Hill

City Register Official Signature

NYC HPD Preliminary Residential Property Transfer Form

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 6th day of May, in the year 2005

BETWEEN

JANINA DAVIS,

With address at 139 Clinton Avenue, Brooklyn, New York 11205

party of the first part, and

MBM DEVELOPMENT LLC,

With offices at 683 Middle neck Road, Great Neck, New York 11023

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

SECTION:

BLK: 1911

LOT: 54

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 02/04/2004, recorded 05/27/2004 in CRFN #2004000331719.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


JANINA DAVIS

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and County of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block;

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerly side of 127th Street;

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of BEGINNING.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK]
COUNTY OF NASSAU] ss:

On the 6th day of May, in the year 2005 before me, the undersigned, personally appeared **JANINA DAVIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

.....
Notary Public **DAVID E. POUR**
Notary Public, State of New York
No. 02PO6016909
Qualified in the County of Nassau
Commission Expires February 25, 2007

STATE OF NEW YORK]
COUNTY OF NASSAU]

On the day of in the year 2005 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

**Bargain and Sale Deed
with Covenant Against Grantor's Acts**

Section:
Block: 1911
Lot: 54
County: New York

Record & Return to:

JANINA DAVIS

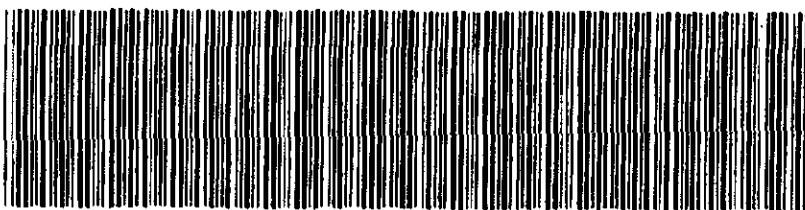
-to-

MBM DEVELOPMENT LLC

**DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
GREAT NECK, NEW YORK 11021**

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2005092001718001001S68A7

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2005092001718001

Document Date: 05-06-2005

Preparation Date: 09-20-2005

Document Type: DEED

ASSOCIATED TAX FORM ID: 2005050600438

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year
 C3. Book C4. Page
 OR
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 148 WEST 127TH STREET MANHATTAN 10027
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name MBM DEVELOPMENT LLC
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME
 3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel
 5. Deed Property Size 15.50 x 99.92 OR ACRES
 FRONT FEET DEPTH
 6. Seller Name DAVIS JANINA
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 6 / 2005
 Month Day Year11. Date of Sale / Transfer 5 / 6 / 2005
 Month Day Year12. Full Sale Price \$

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☒ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

Transfer as a mere change in form of ownership

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 1 2 8 1 1

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 1911 54

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

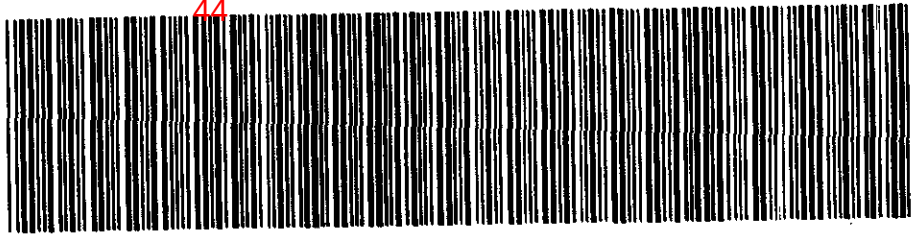
BUYER
Michael Yermol 5-6-05
 BUYER SIGNATURE DATE
148 West 127th Street
 STREET NUMBER STREET NAME (AFTER SALE)
New York N.Y. 10027
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY
Bon DAVIS
 LAST NAME FIRST NAME
516 829-1990
 AREA CODE TELEPHONE NUMBER
James Y. Davis 5-6-05
 SELLER SELLER SIGNATURE DATE

200505060042820

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006051700902001002E013A
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2006051700902001
Document Date: 05-09-2006
Preparation Date: 05-17-2006
Document Type: DEED
Document Page Count: 3
PRESENTER:

**CLASS ABSTRACT SERVICES INC., PICK UP
RSR
72 JERICHO TURNPIKE
MINEOLA, NY 11501
R 1698NY
SUSAND@CLASSABSTRACTSERVICES.COM**

RETURN TO:

**DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
GREAT NECK, NY 11021**

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1911	54	Entire Lot	148 WEST 127 STREET
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

**MBM DEVELOPMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023**

GRANTEE/BUYER:

**MBM ENTERTAINMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023**

FEES AND TAXES

Mortgage		Recording Fee: \$	52.00
Mortgage Amount:	\$	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$ 165.00
TAXES: County (Basic):	\$	NYS Real Estate Transfer Tax:	
City (Additional):	\$		\$ 0.00
Spec (Additional):	\$		
TASF:	\$		
MTA:	\$		
NYCTA:	\$		
Additional MRT:	\$		
TOTAL:	\$		0.00



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 05-22-2006 16:37

City Register File No.(CRFN):

2006000284420

Ganette McMill

City Register Official Signature

NYC HPD Preliminary Residential Property Transfer Form

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 9th day of May, in the year 2006

BETWEEN

MBM DEVELOPMENT LLC,

With address at 683 Middle neck Road, Great Neck, New York 11023

party of the first part, and

MBM ENTERTAINMENT LLC,

With offices at 683 Middle neck Road, Great Neck, New York 11023

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

SECTION:

BLK: 1911

LOT: 54

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 05/06/2005, recorded 10/13/2005 in CRFN #2005000570643.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Moral Yeroushel Member
Joseph J. Miller
MBM DEVELOPMENT LLC member

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and County of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block;

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerly side of 127th Street;

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of BEGINNING.

STATE OF NEW YORK]
COUNTY OF NASSAU] ss:

On the 9th day of May, in the year 2006 before me, the undersigned, personally appeared **MORAD YEROUSHALMI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Ramon T. Mojica
Notary Public

RAMON T. MOJICA
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009

STATE OF NEW YORK]
COUNTY OF NASSAU]

On the 9th day of May in the year 2006 before me, the undersigned, personally appeared ~~RAMAD~~ **YEROUSHALMI** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Ramon T. Mojica
Notary Public

RAMON T. MOJICA
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009

Bargain and Sale Deed
with Covenant Against Grantor's Acts

Section:
Block: 1911
Lot: 54
County: New York

Record & Return to:

MBM ENTERTAINMENT LLC

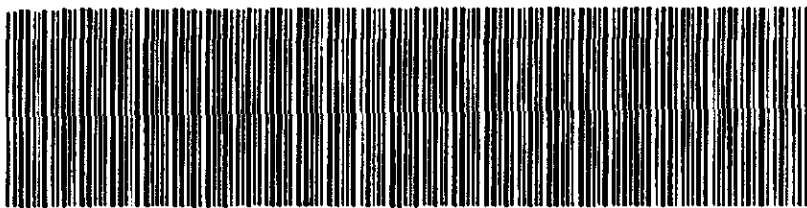
-to-

MBM DEVELOPMENT LLC

DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
GREAT NECK, NEW YORK 11021

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006051700902001002SCFBB

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006051700902001

Document Date: 05-09-2006

Preparation Date: 05-17-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006050400073

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1

**STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICE:**

(Rev 11/2002)

2006050400073201

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year
 C3. Book C4. Page
 OR
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 148 WEST 127 STREET MANHATTAN 10027
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name MBM ENTERTAINMENT LLC
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent (if other than buyer address (at bottom of form))
 LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size 15.5 X 99.92 OR
 FRONT FEET DEPTH ACRES

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:
 6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name MBM DEVELOPMENT LLC
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 4 / 2006
 Month Day Year

11. Date of Sale / Transfer 5 / 4 / 2006
 Month Day Year

12. Full Sale Price \$
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☒ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 1 3 8 3 5

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 1911 54

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER 5/9/06
5/9/06
 BUYER SIGNATURE DATE
683 Bridge Neck Rd
 STREET NUMBER STREET NAME (AFTER SALE)
Great Neck NY 11023
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY
David
 LAST NAME FIRST NAME
516 829-1990
 AREA CODE TELEPHONE NUMBER
 SELLER
5/9/06
 SELLER SIGNATURE DATE

2006050400073201

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of Nassau)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

148 WEST 127 STREET

Street Address		Unit/Apt.	
<u>MANHATTAN</u>	New York, <u>1911</u>	<u>54</u>	(the "Premises");
Borough	Block	Lot	

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Farzaneh Yeroushalmi

Farzaneh Yeroushalmi
Name of Grantor (Type or Print)

Farzaneh Yeroushalmi
Signature of Grantor

Farzaneh Yeroushalmi

Sworn to before me
this 9th date of May 2006
Ramon T. Mojica
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009

Farzaneh Yeroushalmi
Name of Grantee (Type or Print)

Farzaneh Yeroushalmi
Signature of Grantee

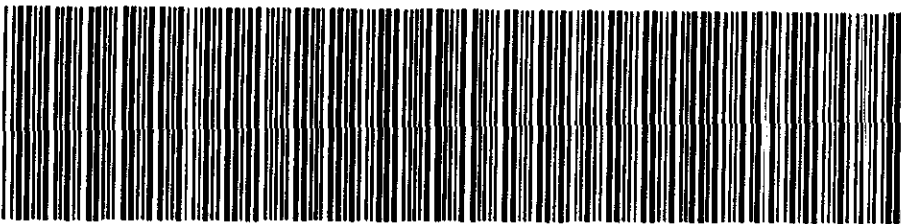
Sworn to before me
this 9th date of May 2006
Ramon T. Mojica
Notary Public, State of New York
No. 01MO6123177
Qualified in Nassau County
Commission Expires February 28, 2009

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006103001366001002E9838
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2006103001366001
Document Date: 10-23-2006
Preparation Date: 10-30-2006
Document Type: DEED
Document Page Count: 3
PRESENTER:

IMPERIAL ABSTRACT, ACC1403
AS AGENT FOR COMMONWEALTH LAND
TITLE INSURANCE CO.
441 ROUTE 306- (HOLD-FOR-PICKUP)
MONSEY, NY 10952
845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
SUITE 406
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1911	54	Entire Lot	148 WEST 127TH STREET
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

MBM ENTERTAINMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

MBM ENTERTAINMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	\$	0.00		\$ 165.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:				\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00		\$ 0.00
Spec (Additional):	\$	0.00		
TAST:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		
Recording Fee:	\$	52.00		
Affidavit Fee:	\$	0.00		



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 11-13-2006 09:48

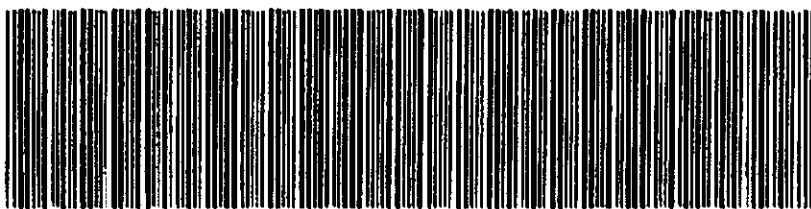
City Register File No.(CRFN):

2006000626456

G. M. Hill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006103001366001002C9AB8

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2006103001366001

Document Date: 10-23-2006

Preparation Date: 10-30-2006

Document Type: DEED

PARTIES

GRANTEE/BUYER:

ASWAD O. AYINDE
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

ERIC MCGILL
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 23 day of October, in the year 2006

BETWEEN

MBM Entertainment LLC,

Having an office at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

MBM Entertainment LLC (as to 66 2/3% undivided interest) & Aswad O. Ayinde a.k.a. Eric McGill (as to 33 1/3% undivided interest) as "TENANCY IN COMMON"

Having their principal offices at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911

LOT: 54

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York

Being the same premises described in the deed to the parties of the first part herein by deed dated 05/09/2006, recorded 5/22/2006 in CFRN # 2006000284420.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

William J. [Signature]


MBM Entertainment LLC
By: Monica Vermishelmi, Member

SCHEDULE A
DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and County of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block;

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerly side of 127th Street;

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of **BEGINNING**.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF Nassau

ss:

On the 33 day of October, in the year 2006 before me, the undersigned, personally appeared, Moussa Yeroushalmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

JEANETTE SOMMO
Notary Public, State of New York
No. 4023149
Qualified in Suffolk County
Commission Expires May 31, 2007

SEAL

**Bargain and Sale Deed
with Covenant Against Grantor's Acts**

Section:
Block: 1911
Lot: 54
County: NEW YORK COUNTY

MBM ENTERTAINMENT LLC

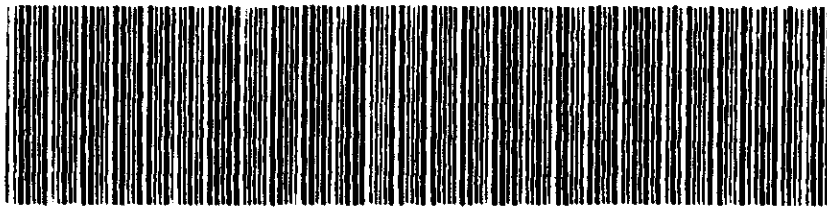
-to-

ASWAD C. AYINDE a.k.a. ERIC MCGILL

Record & Return to:
DAVID POUR & ASSOCIATES, LLP
10 CUTTER MILL ROAD, STE. 406
GREAT NECK, NEW YORK 11021

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006103001366001002S56B9

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006103001366001

Document Date: 10-23-2006

Preparation Date: 10-30-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006102400275

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT

1
1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **MANHATTAN**
Block: **1911** Lot: **54**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **148 WEST 127TH STREET** City **NY** State **NY** Zip **10027**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business: **MBM ENTERTAINMENT LLC**
or Individual:

Street **683 MIDDLE NECK ROAD** (Last Name) (First Name) (MI)
City **GREAT NECK** State **NY** Zip **11023**
Home Phone(Numbers only): Business Phone(Numbers only):

Customer Billing Information:

PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

(8) Owner's EIN or SSN(Numbers only):

(9) Name of Owner: **MBM Entertainment LLC**

(10) Signature:

Name and Title of Person Signing for Owner, if applicable: **by Moussa Yeroushalmi, member**
Date(mm/dd/yyyy): **10/27/12**

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded Month Day Year

C3. Book OR C4. Page

C5. CRFN

REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 148 WEST 127TH STREET MANHATTAN 10027
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name MBM ENTERTAINMENT LLC
LAST NAME / COMPANY FIRST NAME
AYINDE ASWAD
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
Address LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
FRONT FEET DEPTH

6. Seller Name MBM ENTERTAINMENT LLC
LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:
A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 10 / 23 / 2006
Month Day Year

11. Date of Sale / Transfer 10 / 23 / 2006
Month Day Year

12. Full Sale Price \$ 0
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☒ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale (Dates)
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C. 3 16. Total Assessed Value (of all parcels in transfer) 1 4 2 8 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
MANHATTAN 1911 54

CERTIFICATION I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

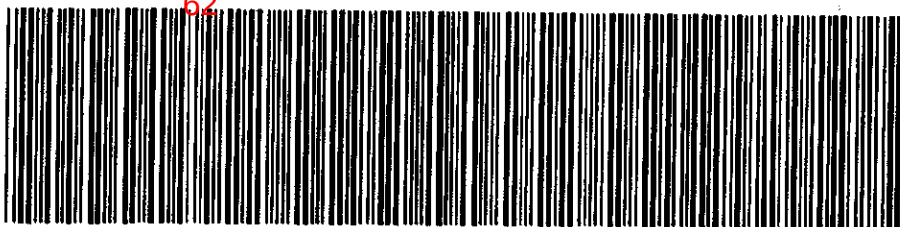
David O. Owe aka C. Owe BUYER
Aswad O. Ayinde aka Eric BUYER
10/27/06 DATE
1483 STREET NUMBER West 127th St STREET NAME (AFTER SALE)
Manhattan CITY OR TOWN NY STATE 10023 ZIP CODE

BUYER'S ATTORNEY
LAST NAME FIRST NAME
MBM Entertainment AREA CODE TELEPHONE NUMBER
by Haussa Yeroushalmi SELLER SIGNATURE 10/27/06 DATE
member 2006102400275201

EXHIBIT E

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006103001366003001EA841
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2006103001366003
Document Date: 10-23-2006
Preparation Date: 10-30-2006
Document Type: DEED
Document Page Count: 3
PRESENTER:

IMPERIAL ABSTRACT, ACC1403
AS AGENT FOR COMMONWEALTH LAND
TITLE INSURANCE CO.
441 ROUTE 306- (HOLD-FOR-PICKUP)
MONSEY, NY 10952
845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
SUITE 406
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1911	54	Entire Lot	148 WEST 127TH STREET
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

ASWAD O. AYINDI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

P S Y TRADING, INC.
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$	0.00	\$ 165.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:
Exemption:			\$ 4,061.25
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	0.00	\$ 1,140.00
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	\$	0.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	0.00	
Recording Fee:	\$	52.00	
Affidavit Fee:	\$	0.00	



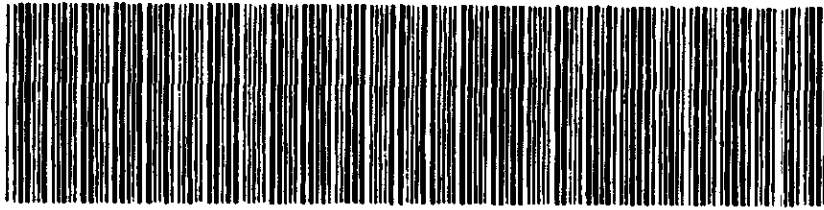
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 11-13-2006 09:48

City Register File No. (CRFN):

2006000626458
City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006103001366003001CAAC1

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2006103001366003

Document Date: 10-23-2006

Preparation Date: 10-30-2006

Document Type: DEED

PARTIES

GRANTOR/SELLER:

ERIC MCGILL

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 23 day of October, in the year 2006

BETWEEN

ASWAD O. AYINDE A.K.A. ERIC MCGILL (as to all of his 33 1/3% undivided interest),
Having an office at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

P S Y TRADING, INC.
Having an office at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911

LOT: 54

SAID PREMISES being more commonly known as and by the Street
Address: 148 West 127th Street, New York, New York

Being the same premises described in the deed to the parties of the first part herein by deed dated 10/23/06, and to be recorded simultaneously herewith.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Aswad O. Ayinde aka Eric McGill
By Vincent McGill his attorney in fact
ASWAD O. AYINDE A.K.A. ERIC MCGILL.
By: Vincent McGill, his attorney in fact.

*POWER OF ATTORNEY
TO BE RECORDED

Hawana Garcia
as witness only.

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and County of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block;

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerly side of 127th Street;

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of **BEGINNING**.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF Nassau }ss:

On the 7th day of October, in the year 2006, before me, the undersigned, personally appeared **VINCENT MCGILL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

J'ANETTE SOMMO
Notary Public, State of New York
No. 4022319
Qualified in Suffolk County
Commission Expires May 31, 2007

SEAL

***POWER OF ATTORNEY
TO BE RECORDED
SIMULTANEOUSLY HERewith**

**Bargain and Sale Deed
with Covenant Against Grantor's Acts**

Section:
Block: 1911
Lot: 54
County: NEW YORK County

ASWAD O. AYINDE A.K.A. ERIC MCGILL

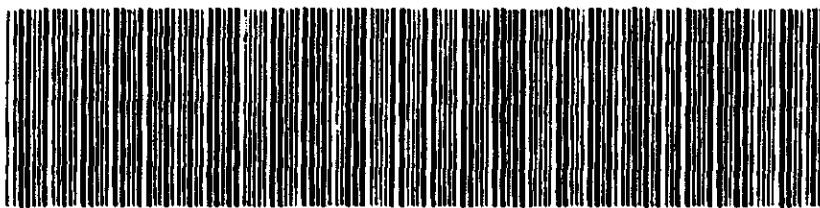
-to-

P S Y TRADING, INC.

Record & Return to:
**DAVID POUR & ASSOCIATES, LLP
10 CUTTER MILL ROAD, STE. 406
GREAT NECK, NEW YORK 11021**

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006103001366003001S66C0

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006103001366003

Document Date: 10-23-2006

Preparation Date: 10-30-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006102400621

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT

1
1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **MANHATTAN**
Block: **1911** Lot: **54**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **148 WEST 127TH STREET** City **NY** State **NY** Zip **10027**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business: **P S Y TRADING, INC.**
or Individual:
(Last Name) (First Name) (MI)
Street **683 MIDDLE NECK ROAD** City **GREAT NECK** State **NY** Zip **11023**
Home Phone(Numbers only): Business Phone(Numbers only):

Customer Billing Information:

PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.

- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information.

Name of Party to Receive Duplicate Copies of Bills:

- (6) Mailing Address: Street City State Zip

- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) Owner's EIN or SSN(Numbers only): E-mail:

- (9) Name of Owner: **PSY Trading, Inc.**

- (10) Signature:

Name and Title of Person Signing for Owner, if applicable: **by Moussa Yeroshskalm, Treasurer**

Date(mm/dd/yyyy): **10/27/06**

2006102400621101

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year
 C3. Book C4. Page
 OR
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 148 WEST 127TH STREET MANHATTAN 10027
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name P S Y TRADING, INC.
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME
 3. Tax Billing Address
 Indicate where future Tax Bills are to be sent
 If other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel
 5. Deed Property Size
 FRONT FEET X DEPTH OR ACRES
 6. Seller Name AYINDE ASWAD
 LAST NAME / COMPANY FIRST NAME
MCGILL ERIC
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 10 / 23 / 2006
 Month Day Year
 11. Date of Sale / Transfer 10 / 23 / 2006
 Month Day Year
 12. Full Sale Price \$ 2,850,000
 Full Sale Price is the total amount paid for the property including personal property.
 This payment may be in the form of cash, other property or goods, or the assumption of
 mortgages or other obligations. Please round to the nearest whole dollar amount.
 13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 1,428,000
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
MANHATTAN 1911 54

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE

LAST NAME

FIRST NAME

STREET NUMBER

STREET NAME (AFTER SALE)

AREA CODE

TELEPHONE NUMBER

CITY OR TOWN

STATE

ZIP CODE

SELLER SIGNATURE

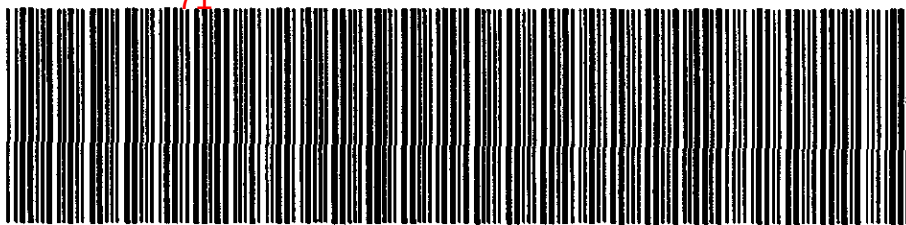
DATE

2006102400621201

EXHIBIT F

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2007031800076001002E700E
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2007031800076001
Document Date: 03-05-2007
Preparation Date: 03-19-2007
Document Type: DEED
Document Page Count: 3
PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
633 THIRD AVENUE
3001-174355 SH
NEW YORK, NY 10017
212-850-0670
CQUARTARARO@FIRSTAM.COM

RETURN TO:

DAVID POUR & ASSOCIATES, LLP
10 CUTTER MILL ROAD, SUITE 406
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1911	54	Entire Lot	148 WEST 127TH STREET
Property Type: APARTMENT BUILDING				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

MORAD YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

P S Y TRADING, INC.
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 165.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:			\$ 0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASP:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 52.00		
Affidavit Fee:	\$ 0.00		

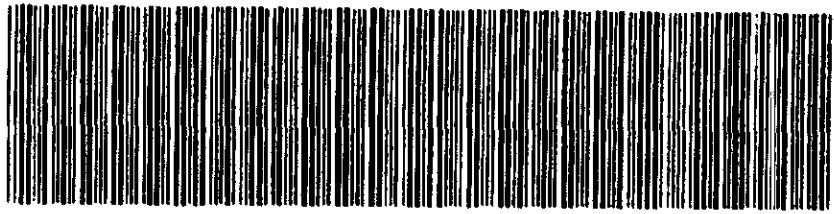

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**
CITY OF NEW YORK

Recorded/Filed 03-21-2007 09:46

City Register File No. (CRFN):

2007000148336
City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007031800076001002C728E

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2007031800076001

Document Date: 03-05-2007

Preparation Date: 03-19-2007

Document Type: DEED

PARTIES

GRANTOR/SELLER:

FARZANEH YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

PARTIES

GRANTEE/BUYER:

MBM ENTERTAINMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

First American Title Insurance Company of N.Y.
633 Third Avenue
New York, New York 10017
T - (212) 922-9700
F - (212) 922-0881

THIS INDENTURE, made the 5 day of March, in the year 2007

BETWEEN

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI
"TENANTS IN COMMON"

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

as to an undivided 33 1/3 % interest
P S Y TRADING, INC. and MBM ENTERTAINMENT LLC, *as to an undivided 66 2/3 % interest*
"TENANTS IN COMMON"
Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911
LOT: 54

SAID PREMISES being more commonly known as and by the Street
Address: 148 West 127th Street, New York, New York

This conveyance is made in the regular and ordinary course of business of the party of the first part. *Being the same premises conveyed to grantors herein by deeds dated 11/23/06 rec 1113106 in CFN 2006006626458 and CFN 2006006626451.*

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Morad Yeroushalmi


Farzaneh Yeroushalmi

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF *Nassau*)ss:

On the *5* day of March, in the year 2007 before me, the undersigned, personally appeared *Morad Yeroushalmi* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

[Signature]
JEANETTE SOMMO
Notary Public, State of New York
No. 4823349
Qualified in Suffolk County
Commission Expires May 31, 2007
Notary Public

SEAL

STATE OF NEW YORK)
COUNTY OF *Nassau*)ss:

On the *5* day of March, in the year 2007 before me, the undersigned, personally appeared *Farzaneh Yeroushalmi* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

[Signature]
JEANETTE SOMMO
Notary Public, State of New York
No. 4823349
Qualified in Suffolk County
Commission Expires May 31, 2007
Notary Public

SEAL

3001 174355
Bargain and Sale Deed
with Covenant Against Grantor's Acts

Section:
Block: 1911
Lot: 54
County: New York

Yeroushalmi & Yeroushalmi

-to-

P S Y Trading, Inc. & MBM Entertainment LLC

Record & Return to:
David Pour & Associates, LLP
10 Cutter Mill Road, Suite 406
Great Neck, New York 11021

THIS SPACE FOR USE OF RECORDING OFFICE:



First American Title Insurance Company of New York

Title No. 3001-174355

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF 127TH STREET, DISTANT 228 FEET 6 INCHES EASTERLY FROM THE SOUTHEASTERLY CORNER OF SEVENTH AVENUE AND 127TH STREET;

RUNNING THENCE SOUTHERLY AND PARALLEL WITH SAID AVENUE AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE CENTER LINE OF THE BLOCK;

THENCE EASTERLY AND ALONG SAID CENTER LINE, 15 FEET 6 INCHES;

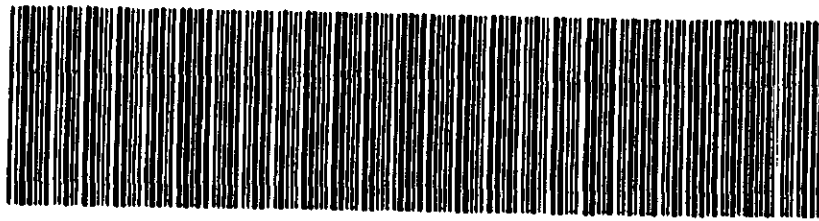
THENCE NORTHERLY AND AGAIN PARALLEL WITH SAID AVENUE, AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE SOUTHERLY SIDE OF 127TH STREET;

THENCE WESTERLY ALONG SAID SOUTHERLY SIDE OF 127TH STREET, 15 FEET 6 INCHES TO THE POINT OR PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007031800076001002SBE8F

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2007031800076001

Document Date: 03-05-2007

Preparation Date: 03-19-2007

Document Type: DEED

ASSOCIATED TAX FORM ID: 2007030100200

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

Page Count

1

2

1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **MANHATTAN**
Block: **1911** Lot: **54**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **148 WEST 127TH STREET** City **NY** State **NY** Zip **10027**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business: **P S Y TRADING, INC.**
or Individual:
(Last Name) (First Name) (MI)
Street **683 MIDDLE NECK ROAD** City **GREAT NECK** State **NY** Zip **11023**
Home Phone(Numbers only): Business Phone(Numbers only):

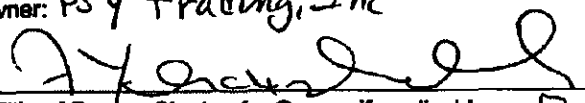
Customer Billing Information:

PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:
- (9) Name of Owner: **PSY Trading, Inc**
- (10) Signature: 
Name and Title of Person Signing for Owner, if applicable: **Farzaneh Yeroswami, President**
Date(mm/dd/yyyy): **3 15 107**

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year
 C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
 (Rev 1/1/2002)

PROPERTY INFORMATION

1. Property Location 148 WEST 127TH STREET MANHATTAN 10027
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name P S Y TRADING, INC.
 LAST NAME / COMPANY FIRST NAME
MBM ENTERTAINMENT LLC
 LAST NAME / COMPANY FIRST NAME
 3. Tax Billing Address
 Indicate where future Tax Bills are to be sent (if other than buyer address (at bottom of form))
 LAST NAME / COMPANY FIRST NAME

 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel
 4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 5. Deed Property Size FRONT FEET ☒ X DEPTH OR ACRES
 5. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐
 6. Seller Name YERUSHALMI MORAD
 LAST NAME / COMPANY FIRST NAME
YERUSHALMI FARZANEH
 LAST NAME / COMPANY FIRST NAME
 9. Check the box below which most accurately describes the use of the property at the time of sale:
 A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 3 / 5 / 2007
 Month Day Year
 11. Date of Sale / Transfer 3 / 5 / 2007
 Month Day Year
 12. Full Sale Price \$ 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
 13. Indicate the value of personal property included in the sale
 14. Check one or more of these conditions as applicable to transfer:
 A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☒ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 1 4 2 8 0
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
MANHATTAN 1911 54

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

PSY Trading, Inc BUYER
 by Farzaneh Yerushalmi 3/5/07
 BUYER SIGNATURE DATE
683 Middle Neck Rd.
 STREET NUMBER STREET NAME (AFTER SALE)
Great Neck N.Y. 11023
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY
Pour Daniel
 LAST NAME FIRST NAME
516 8291998
 AREA CODE TELEPHONE NUMBER
Farzaneh Yerushalmi 3/5/07
 SELLER SIGNATURE DATE
Morad Yerushalmi

2007030100200201

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER		BUYER'S ATTORNEY	
PSY Trading, Inc. BUYER SIGNATURE <i>Farzaneh Veroushalmi, President</i>		LAST NAME <i>Power</i> FIRST NAME <i>Daniel</i>	
DATE <i>3/5/07</i>			
STREET NUMBER <i>683</i> STREET NAME (AFTER SALE) <i>Middle Neck Rd.</i>		AREA CODE <i>516</i> TELEPHONE NUMBER <i>829-1998</i>	
CITY OR TOWN <i>Great Neck</i> STATE <i>NY</i> ZIP CODE <i>11023</i>		SELLER SIGNATURE <i>Mogad Veroushalmi</i> DATE <i>3/5/07</i>	
		SELLER <i>Mogad Veroushalmi</i>	

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York)
) SS.:
County of Nassau)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

148 WEST 127TH STREET
Street Address
MANHATTAN New York, 1911 54 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Morad Yeroushalmi Farzaneh Yeroushalmi PSY Trading Inc. MB4 Entertainment LLC
Name of Grantor (Type or Print) Name of Grantee (Type or Print)
Morad Yeroushalmi Farzaneh Yeroushalmi Morad Yeroushalmi
Signature of Grantor Signature of Grantee
President
Sworn to before me this 5 date of March 19 2007 Sworn to before me this 5 date of March 19 2007
JEANETTE SOMMO Notary Public, State of New York No. 4523349
Qualified in Suffolk County Commission Expires May 31, 2007
JEANETTE SOMMO Notary Public, State of New York No. 4523349
Qualified in Suffolk County Commission Expires May 31, 2007
SEAL SEAL

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

EXHIBIT G

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007031800076002002E704A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2007031800076002

Document Date: 03-05-2007

Preparation Date: 03-19-2007

Document Type: DEED

Document Page Count: 3

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
633 THIRD AVENUE
3001-174355 SH
NEW YORK, NY 10017
212-850-0670
CQUARTARARO@FIRSTAM.COM

RETURN TO:

DAVID POUR & ASSOCIATES, LLP
10 CUTTER MILL ROAD, SUITE 406
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1911	54	Entire Lot	148 WEST 127TH STREET
Property Type: APARTMENT BUILDING				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

P S Y TRADING, INC.
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

MORAD YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	165.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:		\$	0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	\$	0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 52.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 03-21-2007 09:46

City Register File No.(CRFN):

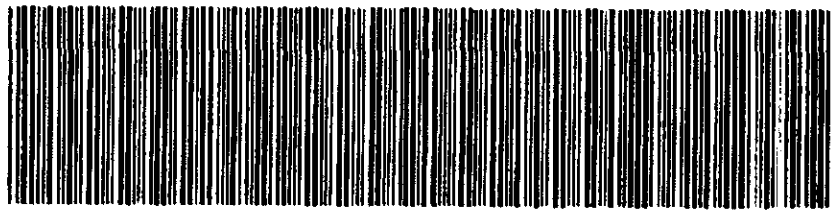
2007000148337



G. M. Hill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2007031800076002002C72CA

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2007031800076002

Document Date: 03-05-2007

Preparation Date: 03-19-2007

Document Type: DEED

PARTIES

GRANTOR/SELLER:

MBM ENTERTAINMENT LLC

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

PARTIES

GRANTEE/BUYER:

FARZANEH YEROUSHALMI

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

First American Title Insurance Company of New York
633 Third Avenue
New York, New York 10017
T - (212) 922-6700
F - (212) 922-0881

THIS INDENTURE, made the 5 day of March, in the year 2007

BETWEEN

P S Y TRADING, INC. & MBM ENTERTAINMENT LLC

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI
"TENANTS IN COMMON"

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911

LOT: 54

SAID PREMISES being more commonly known as and by the Street
Address: 148 West 127th Street, New York, New York

This conveyance is made in the regular and ordinary course of business of the party of the first part. Being the same premises conveyed to grantor's herein by deeds dated 10/23/06, recorded, 11/13/06 in CRFN 2006000626448 and CRFN 2006000626456.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

P S Y TRADING, INC.


By: Farzaneh Yeroushalmi, President

MBM ENTERTAINMENT LLC


By: Morad Yeroushalmi, Managing Member

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK]
COUNTY OF Nassau]ss:

On the 5 day of March, in the year 2007 before me, the undersigned, personally appeared *Morad Yeroushalmi* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

JEANETTE SOMMO
Notary Public, State of New York
No. 4823349
Qualified in Suffolk County
Commission Expires May 31, 2007

SEAL

STATE OF NEW YORK]
COUNTY OF Nassau]ss:

On the 5 day of March, in the year 2007 before me, the undersigned, personally appeared *Farzaneh Yeroushalmi* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

JEANETTE SOMMO
Notary Public, State of New York
No. 4823349
Qualified in Suffolk County
Commission Expires May 31, 2007

SEAL

3001-174355

Bargain and Sale Deed
with Covenant Against Grantor's Acts

Section:
Block: 1911
Lot: 54
County: New York

P S Y Trading, Inc. & MBM Entertainment LLC

Record & Return to:
David Pour & Associates, LLP
10 Cutter Mill Road, Suite 406
Great Neck, New York 11021

-to-

Yeroushalmi & Yeroushalmi

THIS SPACE FOR USE OF RECORDING OFFICE:



First American Title Insurance Company of New York

Title No. 3001-174355

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF 127TH STREET, DISTANT 228 FEET 6 INCHES EASTERLY FROM THE SOUTHEASTERLY CORNER OF SEVENTH AVENUE AND 127TH STREET;

RUNNING THENCE SOUTHERLY AND PARALLEL WITH SAID AVENUE AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE CENTER LINE OF THE BLOCK;

THENCE EASTERLY AND ALONG SAID CENTER LINE, 15 FEET 6 INCHES;

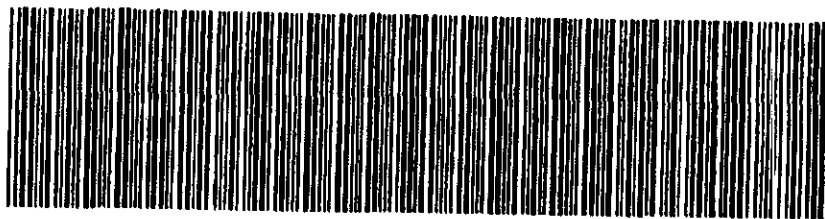
THENCE NORTHERLY AND AGAIN PARALLEL WITH SAID AVENUE, AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE SOUTHERLY SIDE OF 127TH STREET;

THENCE WESTERLY ALONG SAID SOUTHERLY SIDE OF 127TH STREET, 15 FEET 6 INCHES TO THE POINT OF PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007031800076002002SBECB

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2007031800076002

Document Date: 03-05-2007

Preparation Date: 03-19-2007

Document Type: DEED

ASSOCIATED TAX FORM ID: 2007030100168

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

Page Count

1
2
1



www.nyc.gov/dep

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **MANHATTAN**
Block: **1911** Lot: **54**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **148 WEST 127TH STREET** City **NY** State **NY** Zip **10027**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business:
or Individual: **YEROUSHALMI** **MORAD**
(Last Name) (First Name) (MI)
Street **683 MIDDLE NECK ROAD** City **GREAT NECK** State **NY** Zip **11023**
Home Phone (Numbers only): Business Phone (Numbers only):

Customer Billing Information:

PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.

- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:

Name of Party to Receive Duplicate Copies of Bills:

- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:
- (9) Name of Owner: **PSY Trading, Inc**

- (10) Signature: *Farzaneh Yeroushalmi*
Name and Title of Person Signing for Owner, if applicable: **Farzaneh Yeroushalmi**
Date(mm/dd/yyyy): **03/05/06**

BUYER'S ATTORNEY

Pour *Doned*

LAST NAME FIRST NAME

516 *829-1990*

AREA CODE TELEPHONE NUMBER

Therov

SELLER SIGNATURE

PSY Trading, Inc.

MBM Entertainment LLC

3/5/07

DATE

1007030100168201

CERTIFICATION			
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.			
BUYER		BUYER'S ATTORNEY	
<i>[Signature]</i>	11-15-06	<i>Crawley</i>	<i>Bernadette</i>
44 Maple Street		718	428-9180
Great Neck	NY	11021	
		M B M Development, LLC	
		<i>[Signature]</i>	11-15-06
		member	

2006111400468201

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
County of Nassau) SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

148 WEST 127TH STREET

Street Address		Unit/Apt.	
<u>MANHATTAN</u>	<u>New York,</u>	<u>1911</u>	<u>54</u>
Borough	Block	Lot	(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

PSY Trading, Inc

MBM Entertainment, LLC

Farzaneh Verouskalmi

Mousa Verouskalmi

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me
this 5 date of March 19 2007

Sworn to before me
this 5 date of March 19 2007

JEANETTE SOMMO
Notary Public, State of New York
No. 4F23349
Qualified in Suffolk County
Commission Expires May 31, 2007

JEANETTE SOMMO
Notary Public, State of New York
No. 4F23349
Qualified in Suffolk County
Commission Expires May 31, 2007

SEAL

SEAL

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

1

2007030100168101

New York City Department of Finance
Office of the City Register

HELP

Selecting a help option will open new window

DOCUMENT ID:
2007031800076001

[Main Options] [Search Results] [Document Details] [Show Supporting Documents] [Show Tax Returns] [Print Document]

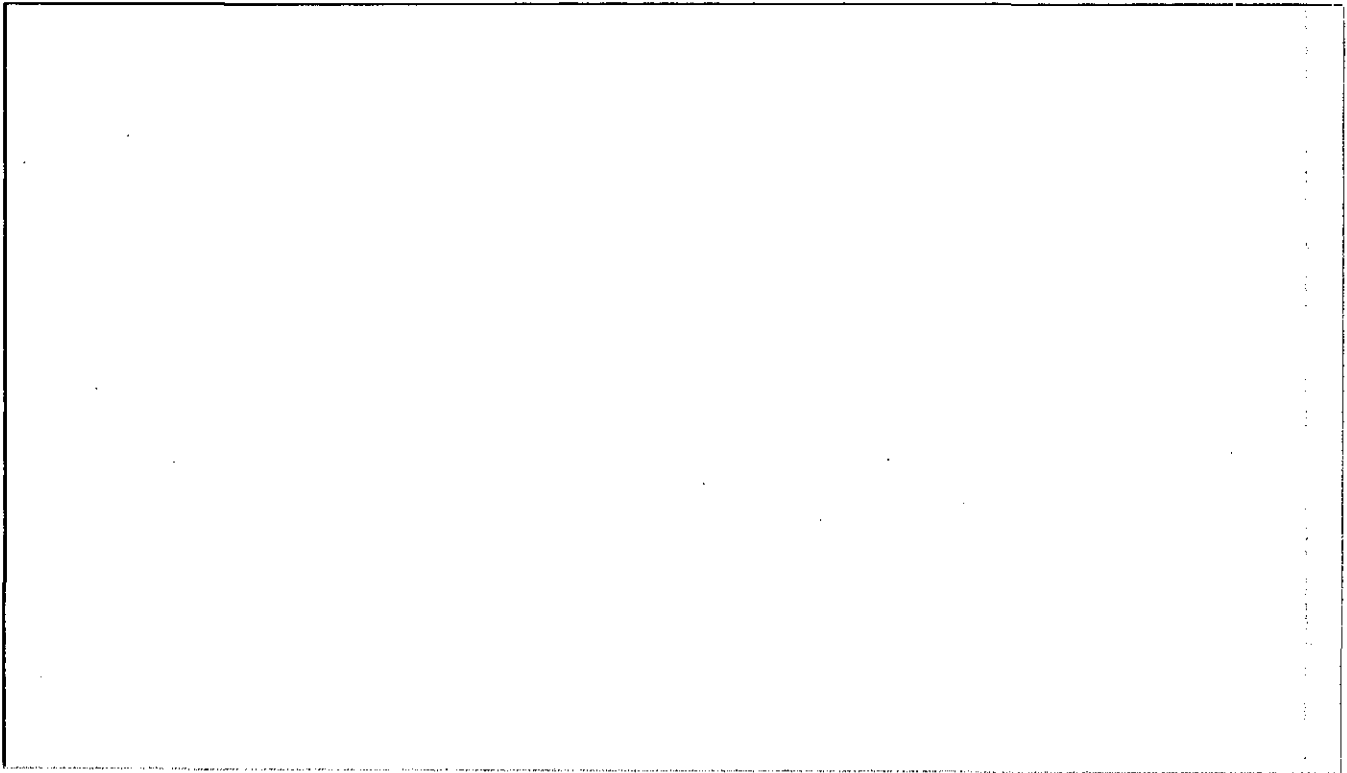


EXHIBIT H

94

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2004011300866001001E80EA

RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2004011300866001
Document Date: 10-29-2003
Preparation Date: 01-13-2004
Document Type: DEED, OTHER
Document Page Count: 3
PRESENTER:

TEAM EXAMINERS
193 JORALEMON STREET
BROOKLYN, NY 11201
718-596-4844
CGN-320984-K (CITY & GUILDS)

RETURN TO:

CITY & GUILDS TITLE CO.
2425 GRAND AVENUE
SUITE 201
BALDWIN, NY 11510

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1972	38	Entire Lot	187 GATES AVENUE
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR:

SUBHANA RAHIM
187 GATES AVENUE
BROOKLYN, NY 11238

GRANTEE:

JANINA DAVIS
139 CLINTON AVENUE
BROOKLYN, NY 11205

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage			Recording Fee: \$	52.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	50.00
TAXES:			NYS Real Estate Transfer Tax:	
County (Basic):	\$	0.00	\$	3,400.00
City (Additional):	\$	0.00		
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
TOTAL:	\$	0.00		

NYC HPD Affidavit in Lieu of Registration Statement



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

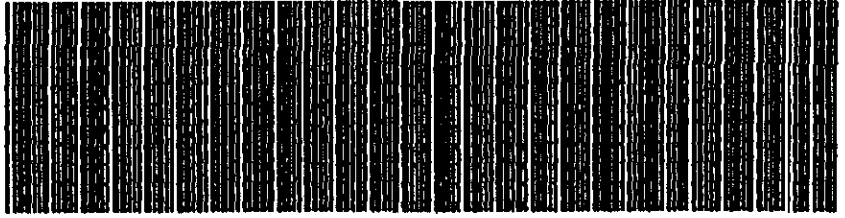
Recorded/Filed 03-09-2004 15:56

City Register File No.(CRFN):

2004000142039

Rochelle Patricia
City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2004011300866001001C826A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2004011300866001

Document Date: 10-29-2003

Preparation Date: 01-13-2004

Document Type: DEED, OTHER

PARTIES

GRANTOR:

**ASWAD AYINDE
187 GATES AVENUE
BROOKLYN, NY 11238**

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made on the 29th day of October, 2003

BETWEEN

Subhana Rahim and Aswad Ajinde with a
mailing address of 197 Gates Avenue Brooklyn,
NY 11228

party of the first part, and

Janina Davis, 139 Clinton Avenue, Brooklyn,
NY 11205

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the


See attached Schedule A-1 (Description)


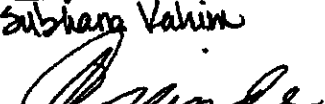
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants that the party of the first part has not suffered anything whereby the said premises have been encumbered in any way AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Subhana A. Ajinde


Subhana Rahim

Aswad Ajinde

State of New York, County of **Westchester** ss.:
 On **October 24, 2003** before me, the undersigned,
 personally appeared **Subhapa Rathin +**
Aswad Ayinde

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DAPHNE MOHALES
 (signature and office of individual taking acknowledgment)
 Notary Public, State of New York

No. 01MO6095591

Qualified in Kings County

Commission Expires July 14, 2007

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of _____ County of _____ ss.:
 On _____ before me, the undersigned,
 personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

Bargain and Sale Deed

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

TO

RETURN BY MAIL TO:

Zip No. _____

Document 1 Filed 08/21/12 Page 97 of 177 PageID #: 97

On _____ before me, the undersigned,
 personally appeared _____

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof):

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

() If taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

DAPHNE MOHALES
 (signature and office of individual taking acknowledgment)

DAPHNE MOHALES
 Notary Public, State of New York
 No. 01MO6095591
 Qualified in Kings County
 Commission Expires July 14, 2007

SECTION
 BLOCK
 LOT
 COUNTY OR TOWN

Fidelity National Title Insurance Company of New York

TITLE No.: 01-3706-3761-K

SO IN
ORIGINAL

SCHEDULE A-I (Description)

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Gates Avenue, distant 198 feet westerly from the corner formed by the intersection of the northerly side of Gates Avenue with the westerly side of Classon Avenue;

RUNNING THENCE westerly along the northerly side of Gates Avenue, 22 feet;

THENCE northerly parallel with Classon Avenue 89 feet 7 inches more or less, to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 1/2 inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of Beginning;

THENCE southerly along said line parallel with Classon Avenue 88 feet 4 inches, to the northerly side of Gates Avenue at the point or place of BEGINNING.

SO IN
ORIGINAL

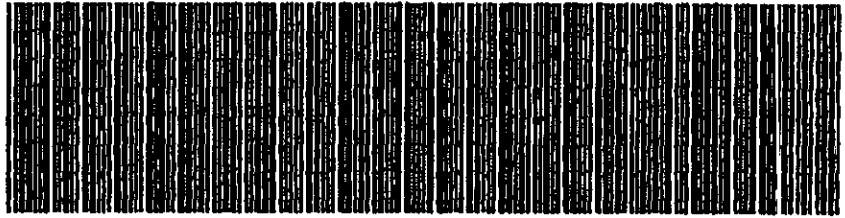
THE POLICY TO BE ISSUED under this Certificate will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

SCHEDULE A-I (DESCRIPTION)

98052470881

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2004011300866001001S4E6B

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2004011300866001

Document Date: 10-29-2003

Preparation Date: 01-13-2004

Document Type: DEED, OTHER

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / / Month Day Year

C3. Book OR C4. Page C5. CRFN

REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 187 Hates Avenue Brooklyn
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name Sans Janina
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size FRONT FEET ☒ X DEPTH OR ACRES

6. Seller Name Rahim Subhana
LAST NAME / COMPANY FIRST NAME

7. Seller Name Ayinde ASwad
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
B ☒ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date / / Month Day Year

11. Date of Sale / Transfer 10/29/03
Month Day Year

12. Full Sale Price 85,000.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Dead Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class E3 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
Kings Block: 1972 Lot: 38

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER City & Hubbs Associates BUYER'S ATTORNEY Reynolds, David
BUYER SIGNATURE DATE LAST NAME FIRST NAME

187 Hates Avenue 5/6 741-6300
STREET NUMBER STREET NAME (AFTER SALE) AREA CODE TELEPHONE NUMBER

Brooklyn N.Y. City & Hubbs Associates
CITY OR TOWN STATE ZIP CODE SELLER SIGNATURE DATE

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
County of Kings) SS:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

187 GATES AVE
Street Address
BROOKLYN New York, 1972 38 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Subhana Rahim Aswad Ayinde
Name of Grantor (Type or Print)
[Signature]
Signature of Grantor

Tanina Davis
Name of Grantee (Type or Print)
[Signature]
Signature of Grantee

Sworn to before me
this 29 date of October 10 2003

DAPHNE MORALES
Notary Public, State of New York
No. 01MO6095591
Qualified in Kings County
Commission Expires July 14, 2007

Sworn to before me
this 29 date of October 10 2003

DAPHNE MORALES
Notary Public, State of New York
No. 01MO6095591
Qualified in Kings County
Commission Expires July 14, 2007

These statements are made with the knowledge that a willfully false representation is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

MEMORANDUM

SUPREME COURT

KINGS COUNTY

CIVIL TERM PART 13

Subhana Rahim

DATED: Dec. 13, 2004

Plaintiff,

BY: H. KRAMER J.

-against-

INDEX NO. 31765/04

**Aruna Destula (a.k.a. Aswad Ayinde),
Janina Davis, Veronica Villalobos,
Homecomings Financial Network, Inc.
Defendants**

The following papers have been read on this motion:

Notice of Motion/Order to Show Cause/ Petition/Cross Motion and Affidavits (Affirmations) (Annexed)	<u>Papers Numbered</u>
Opposing Affidavits (Affirmations)	
Reply Affidavits (Affirmations)	
(Affirmation)	
Other Papers	

Plaintiff's motion for a stay of the sale of property located at 187 Gates Avenue in Brooklyn is granted to the extent that a hearing is to be conducted before this Court on January 3, 2005 in the Courthouse, 360 Adams Street, room 441. At that time all affected parties are to be present. In their absence this Court will treat them as missing witnesses and draw unfavorable inferences therefrom.

Pending this hearing, the temporary stay ordered in the Order to Show Cause is continued only with respect to the following:

No proceeding may be commenced to evict plaintiff from her apartment.

If there are any physical deficiencies in the apartment currently occupied by the plaintiff, defendant may seek relief in Civil Court to correct those deficiencies. Defendant may pursue this relief only with respect to actual damage to the apartment, but not with regard to unsafe conditions.

✕ The transfer of this property is stayed, but the property may be refinanced by the defendant, Janina Davis.

Defendant or her agents may not enter the apartment occupied by the plaintiff except with respect to that entry which may be necessitated by an order issued by the Civil Court with respect to correcting damages to the apartment.

No chattels may be removed from the premises.

As to the defendant Homecomings Financial Network, Inc., the holder of the mortgage on this premises, its successors and assigns, it is not precluded from commencing any proceedings with respect to this property that it may deem advisable or necessary.

This constitutes the decision and order of the Court.

J.S.C.

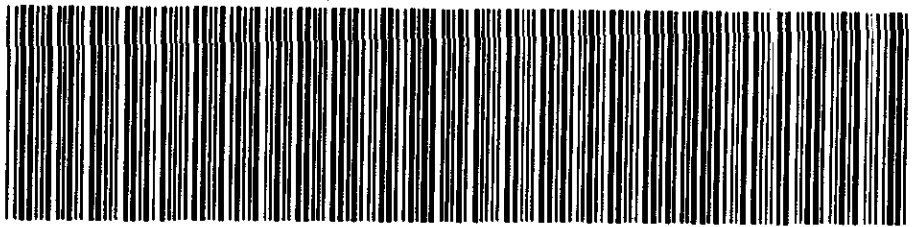


HON. JUSTICE HERBERT KRAMER

106

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2005092001835001001E6FCE

RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2005092001835001
Document Date: 05-06-2005
Preparation Date: 09-20-2005
Document Type: DEED
Document Page Count: 3
PRESENTER:

IMPERIAL ABSTRACT, IMA4008
AS AGENT FOR COMMONWEALTH LAND
TITLE INSURANCE CO.
441 ROUTE 306- (HOLD-FOR-PICKUP)
MONSEY, NY 10952
845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES, LLC
10 CUTTERMILL ROAD
SUITE 406
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1972	38	Entire Lot	187 GATES AVENUE
Property Type: DWELLING ONLY - 3 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

JANINA DAVIS
139 CLINTON AVENUE
BROOKLYN, NY 11205

GRANTEE/BUYER:

MBM DEVELOPMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

FEES AND TAXES

Mortgage			Recording Fee: \$	52.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	75.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	0.00
Spec (Additional):	\$	0.00		
TAST:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**
Recorded/Filed 10-05-2005 10:58
City Register File No. (CRFN):
2005000556223


Gina M. Hill

City Register Official Signature

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 6th day of May, in the year 2005

BETWEEN

JANINA DAVIS,

With address at 139 Clinton Avenue, Brooklyn, New York 11205

party of the first part, and

MBM DEVELOPMENT LLC

With offices at 683 Middle Neck Road, Great Neck, New York 11023,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

SECTION:

BLK: 1972

LOT: 38

SAID PREMISES being more commonly known as and by the Street Address: 187 Gates Avenue, Brooklyn, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 10/29/03 recorded in CRFN #20040000142039.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


JANINA DAVIS

SCHEDULE A

DESCRIPTION

Title Number: **FUT-03820-K**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Gates Avenue, distant 198 feet westerly from the corner formed by the intersection of the northerly side of Gates Avenue with the westerly side of Classon Avenue;

RUNNING THENCE westerly along the northerly side of Gates Avenue, 22 feet;

THENCE northerly parallel with Classon Avenue, 89 feet 7 inches more or less to a point;

THENCE easterly along said land 22 feet $\frac{7}{8}$ ths of an inch (22 feet 0 $\frac{1}{2}$ inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of beginning;

THENCE southerly along said line parallel with Classon Avenue 88 feet 4 inches to the northerly side of Gates Avenue at the point or place of **BEGINNING**.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK]
COUNTY OF Nassau]ss:

On the 6th day of May, in the year 2005 before me, the undersigned, personally appeared *Janina Davis*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

.....
Notary Public

DAVID E. POUR
Notary Public, State of New York
No. 02PO6016909
Qualified in the County of Nassau
Commission Expires February 25, 2007

STATE OF]
COUNTY OF]

On the day of in the year 2005 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

Bargain and Sale Deed
with Covenant Against Grantor's Acts

Section:
Block: 1972
Lot: 38
County: Brooklyn

Record & Return to:

JANINA DAVIS

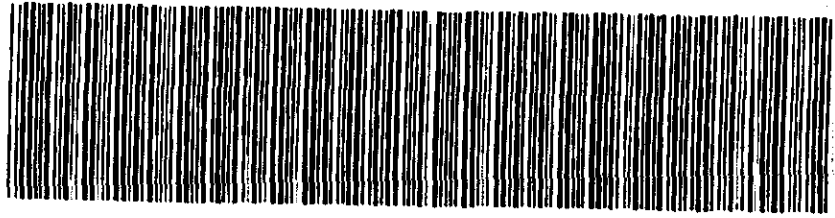
-to-

MBM DEVELOPMENT LLC

DAVID POUR & ASSOCIATES, LLC.
10 CUTTERMILL ROAD
SUITE 406
GREAT NECK, NEW YORK 11021

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2005092001835001001SA14F

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2005092001835001

Document Date: 05-06-2005

Preparation Date: 09-20-2005

Document Type: DEED

ASSOCIATED TAX FORM ID: 2005092000353

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book OR C4. Page

C5. CRFN

REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 187 GATES AVENUE BROOKLYN 11238
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name MBM DEVELOPMENT LLC
LAST NAME - COMPANY FIRST NAME

3. Tax Billing Address
LAST NAME / COMPANY FIRST NAME STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size 22 x 89 OR ACRES
FRONT FEET DEPTH

6. Seller Name DAVIS JANINA
LAST NAME / COMPANY FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:
 A ☐ One Family Residential B ☒ 2 or 3 Family Residential C ☐ Residential Vacant Land D ☐ Non-Residential Vacant Land E ☐ Commercial Apartment F ☐ Entertainment / Amusement G ☐ Community Service H ☐ Industrial Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 6 / 2005
Month Day Year

11. Date of Sale / Transfer 5 / 6 / 2005
Month Day Year

12. Full Sale Price \$
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
 A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is included in Sale Price
 I ☒ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

Transfer as a mere change in form of ownership

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C, 0 16. Total Assessed Value (of all parcels in transfer) 2 3 4 5 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
BROOKLYN 1972 38

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER
[Signature] 5-6-05
BUYER SIGNATURE DATE
187 Gates Avenue
STREET NUMBER STREET NAME (AFTER SALE)
Brooklyn NY 11238
CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

LAST NAME FIRST NAME

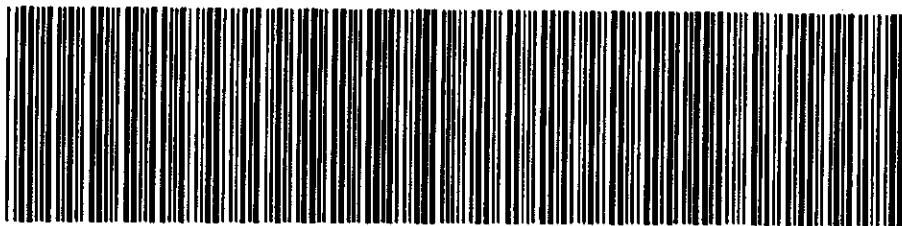
AREA CODE TELEPHONE NUMBER
[Signature] 5-6-05
SELLER SIGNATURE DATE

2005050600468201

113

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006112700137001001E44A9

RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2006112700137001
Document Date: 11-15-2006
Preparation Date: 11-27-2006
Document Type: DEED
Document Page Count: 2
PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
633 THIRD AVENUE
3001-161926 SH
NEW YORK, NY 10017
212-850-0670
CQUARTARARO@FIRSTAM.COM

RETURN TO:

ROSSI & CROWLEY, LLP
42-24 235TH STREET
DOUGLASTON, NY 11363

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1972	38	Entire Lot	187 GATES AVENUE
Property Type: DWELLING ONLY - 3 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

MBM DEVELOPMENT, LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

MORAD YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

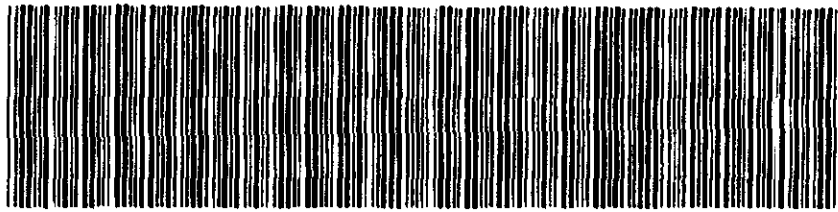
x Additional Parties Listed on Continuation Page

FEEs AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 75.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:			\$ 0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 47.00		
Affidavit Fee:	\$ 0.00		


**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**
Recorded/Filed 11-28-2006 15:15
City Register File No.(CR)FN:
2006000656899
City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2006112700137001001C4629

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 4

Document ID: 2006112700137001

Document Date: 11-15-2006

Preparation Date: 11-27-2006

Document Type: DEED

PARTIES

GRANTEE/BUYER:

**FARZANEH YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023**

T 691 - Standard N.Y. R.F.D. Form 9002. Paragraphs to be deleted when used for mortgage against estate's assets - Real or Corp. single sheet, 11-00

DISTRIBUTED BY Standard Excelsior, Inc.
NYC 10015

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made on November 15, 2006
BETWEEN

MBM DEVELOPMENT, LLC
683 Middle Neck Road, Great Neck, N.Y. 11023

party of the first part, and

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI
683 Middle Neck Road, Great Neck, N.Y. 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of Gates Avenue, distant 198 feet Westerly from the corner formed by the intersection of the Northerly side of Gates Avenue with the Westerly side of Classon Avenue;

RUNNING THENCE Westerly along the Northerly side of Gates Avenue, 22 feet;

THENCE Northerly parallel with Classon Avenue, 89 feet 7 inches more or less to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 1/2 inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of BEGINNING;

THENCE Southerly along said line parallel with Classon Avenue 88 feet 4 inches to the Northerly side of Gates Avenue at the point or place of BEGINNING.

Property known as and by street number 187 Gates Avenue, Brooklyn, N.Y.

Being the same premises conveyed to the parties of the first part herein by deed recorded on 10/5/2005 as 2005000556223.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises: TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



MBM DEVELOPMENT, LLC

By: Farzaneh Yeroushalmi, Managing Member

First American Title Insurance Company
833 Third Avenue
New York, New York 10017
T - (212) 922-9700
F - (212) 922-0801

On November 15, 2006 before me, the undersigned, personally appeared Farzaneh Yeroshalmi personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Denise M. Bavaresi
 NOTARY PUBLIC
 (signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of _____ County of _____ ss.:
 On _____ before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

Bargain and Sale Deed
 WITH COVENANT AGAINST GRANTOR'S ACTS
 Title No. _____
 MEM DEVELOPMENT, LLC

TO

MORAD YERUSHALMI and FARZANEH YERUSHALMI

ACKNOWLEDGMENT BY SUBSCRIBER; WITNESS(ES)
 State of _____ County of _____ ss.:

On _____ before me, the undersigned, personally appeared _____ the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, _____)

DENISE M. BAVARESE
 Notary Public, State of New York
 No. 01SA4628965
 Qualified in Nassau County
 Certificate Filed in New York County
 Commission Expires April 30, 2010

SEAL

that he/she/they know(s) _____

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said _____

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.
 (☐ if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken And that said subscribing witness(es) made such appearance before the undersigned in _____)

(signature and office of individual taking acknowledgment)

SECTION _____
 BLOCK 1972
 LOT 38
 COUNTY OR TOWN Kings

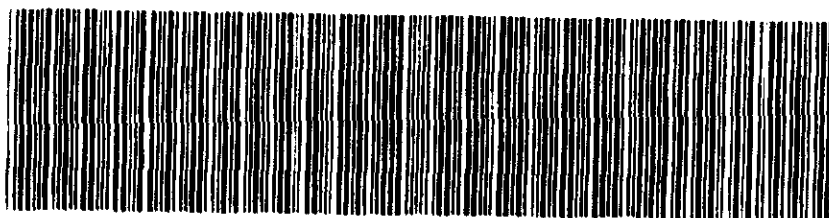
RETURN BY MAIL TO:

Rossi & Crowley, LLP
 42-24 235th Street
 Douglaston, N.Y. 11363

Zip No. _____

Reserve this space for use of Recording Office.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006112700137001001S8A28

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006112700137001

Document Date: 11-15-2006

Preparation Date: 11-27-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006111400468

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

Page Count

1

2

1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **BROOKLYN**
Block: **1972** Lot: **38**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **187 GATES AVENUE** City **NY** State **NY** Zip **11238**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business:
or Individual: **YEROUSHALMI** **MORAD**
(Last Name) (First Name) (MI)
Street **883 MIDDLE NECK ROAD** City **GREAT NECK** State **NY** Zip **11023**
Home Phone(Numbers only): Business Phone(Numbers only):

Customer Billing Information:

PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is complete to the best of his/her/its knowledge.

- (8) Owner's EIN or SSN(Numbers only):
- (9) Name of Owner: **Farzaneh Yerooshalmi & Morad Yerooshalmi**
- (10) Signature: *[Signature]*
Name and Title of Person Signing for Owner, if applicable:
Date(mm/dd/yyyy): **8/15/2006**

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded Month Day Year

C3. Book OR C4. Page

C6. CRFN

REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 187 GATES AVENUE BROOKLYN 11238
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name YERUSHALMI MORAD
LAST NAME / COMPANY FIRST NAME
YERUSHALMI FARZANEH
FIRST NAME

3. Tax Billing Address
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
FRONT FEET DEPTH

6. Seller Name MBM DEVELOPMENT, LLC
LAST NAME / COMPANY FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:
A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
B ☒ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land P ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 11 / 15 / 2006
Month Day Year

11. Date of Sale / Transfer 11 / 15 / 2006
Month Day Year

12. Full Sale Price \$ 0
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
A ☐ Sale Between Relatives or Former Relations
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Date
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

18. Building Class C 0 19. Total Assessed Value (of all parcels in transfer) 2 6 3 4 8

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
BROOKLYN 1972 38

CERTIFICATION I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER Yerushalmi DATE 11-15-06
BUYER SIGNATURE

BUYER'S ATTORNEY Crowley Bernadette
LAST NAME FIRST NAME
718 428-9180
AREA CODE TELEPHONE NUMBER
MBM Development, LLC
SELLER SIGNATURE
Yerushalmi DATE 11-15-06
SELLER SIGNATURE

44 Maple Street
STREET NUMBER STREET NAME (AFTER SALE)
Great Neck, NY 11021
CITY OR TOWN STATE ZIP CODE

2006111400468201

CERTIFICATION			
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.			
<input checked="" type="checkbox"/> BUYER		<input type="checkbox"/> BUYER'S ATTORNEY	
11-15-06		11-15-06	
DATE		DATE	
44 Maple Street		718 428-9180	
STREET NAME (AFTER SALE)		TELEPHONE NUMBER	
Great Neck		m Bm Development, LLC	
CITY OR TOWN		SELLER	
NY		11-15-06	
STATE		DATE	
11021		member	
ZIP CODE		SELLER SIGNATURE	

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
County of New York) SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

187 GATES AVENUE

Street Address		Unit/Apt.	
<u>BROOKLYN</u>	<u>New York,</u>	<u>1972</u>	<u>38</u>
Borough		Block	Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

<u>MBM Development, LLC</u>	<u>Farzaneh Yeraeh</u>
Name of Grantor (Type or Print)	Name of Grantee (Type or Print)
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Grantor	Signature of Grantee

Sworn to before me
this 15 date of November 2006
[Signature]
DENISE RIEGEL SAVARESE
Notary Public, State of New York
No. 01SA4826956
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 30, 2010

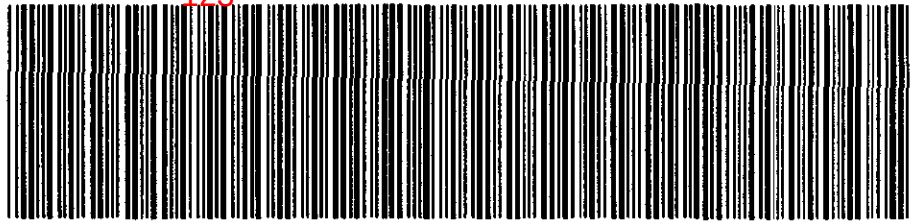
Sworn to before me
this 15 date of November 2006
[Signature]
DENISE RIEGEL SAVARESE
Notary Public, State of New York
No. 01SA4826956
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 30, 2010

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006122101317001001ED55F
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2006122101317001
Document Date: 11-15-2006
Preparation Date: 12-21-2006
Document Type: DEED
Document Page Count: 2
PRESENTER:

**BIG APPLE ABSTRACT CORP.--PICK UP R11443
(RS)
42-40 BELL BOULEVARD
BAYSIDE, NY 11361
718-428-6100**

RETURN TO:

**ROSSI & CROWLEY
42-24 235 STREET
DOUGLASTON, NY 11363**

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1972	38	Entire Lot	187 GATES AVENUE
Property Type: DWELLING ONLY - 3 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

**MORAD YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11363**

GRANTEE/BUYER:

**MBM DEVELOPMENT, LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023**

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$	0.00	\$ 75.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	0.00	\$ 0.00
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	\$	0.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	0.00	
Recording Fee:	\$	47.00	
Affidavit Fee:	\$	0.00	



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 01-04-2007 14:29

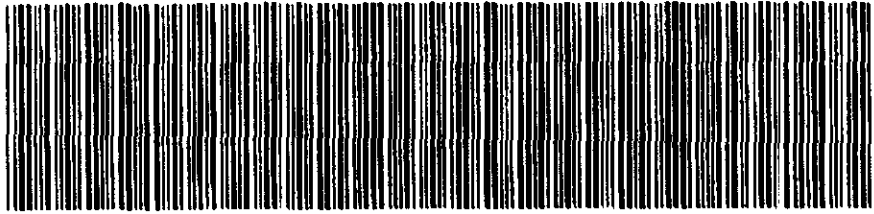
City Register File No.(CRFN):

2007000006202

Annette M. Hill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2006122101317001001CD7DF

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 4

Document ID: 2006122101317001

Document Date: 11-15-2006

Preparation Date: 12-21-2006

Document Type: DEED

PARTIES

GRANTOR/SELLER:

**FARZANEH YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023**

THIS INDENTURE, made on November 15, 2006
BETWEEN

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI
683 Middle Neck Road, Great Neck, N.Y. 11023

party of the first part, and

MBM DEVELOPMENT, LLC
683 Middle Neck Road, Great Neck, N.Y. 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of Gates Avenue, distant 198 feet Westerly from the corner formed by the intersection of the Northerly side of Gates Avenue with the Westerly side of Classon Avenue;

RUNNING THENCE Westerly along the Northerly side of Gates Avenue, 22 feet;

THENCE Northerly parallel with Classon Avenue, 89 feet 7 inches more or less to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 1/2 inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of BEGINNING;

THENCE Southerly along said line parallel with Classon Avenue 88 feet 4 inches to the Northerly side of Gates Avenue at the point or place of BEGINNING.

Property known as and by street number 187 Gates Avenue, Brooklyn, N.Y.


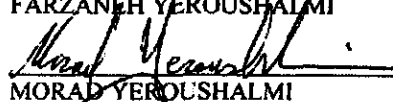
Being the same premises conveyed to the parties of the first part herein by deed dated November 15, 2006 and recorded on 11/28/06 as CREN No.: 2006000656899

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises: TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


FARZANEH YEROUSHALMI

MORAD YEROUSHALMI

On August 14, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Morad Yeroushalmi and Farzaneh Yeroushalmi**

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of person taking acknowledgment)

NOTARY PUBLIC

REPNADETTE M. CROWLEY
Notary Public, State of New York
No. 02025096136
Queens, New York
Commission Expires May 3, 2015

State of New York County of

ss.:

On August 14, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of person taking acknowledgment)

On August 14, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof):

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(signature and office of person taking acknowledgment)

Bargain and Sale Deed

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

FILE No. R-11443

MORAD YERUSHALMI & FARZANEH YERUSHALMI

TO

MEM DEVELOPMENT, LLC

SECTION

BLOCK 1972

LOT 38

COUNTY OR TOWN Queens

RETURN BY MAIL TO:

Rossi & Crowley, LLP
42-24 235th Street
Douglaston, N.Y. 11363

Zip No.

Reserve this space for use of Recording Office.



2006122101317001001S1BDE

SUPPORTING DOCUMENT COVER PAGE PAGE 1 OF 1

Document ID: 2006122101317001 Document Date: 11-15-2006 Preparation Date: 12-21-2006
Document Type: DEED

ASSOCIATED TAX FORM ID: 2006111400552

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

Page Count
2
1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 187 GATES AVENUE BROOKLYN 11238
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name MBM DEVELOPMENT, LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent (if other than buyer address (at bottom of form)) LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

6. Seller Name YERUSHALMI MORAD
 LAST NAME / COMPANY FIRST NAME

7. Seller Name YERUSHALMI FARZANEH
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land F ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☒ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land H ☐ Apartment J ☐ Community Service K ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 11 / 15 / 2006
 Month Day Year

11. Date of Sale / Transfer 11 / 15 / 2006
 Month Day Year

12. Full Sale Price \$ 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 0 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
BROOKLYN 1972 38

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

 BUYER SIGNATURE DATE

 STREET NUMBER STREET NAME (AFTER SALE)

 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

 LAST NAME FIRST NAME
718 428-9180
 AREA CODE TELEPHONE NUMBER

 SELLER

 SELLER SIGNATURE DATE

2006111400552201

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE <i>[Signature]</i>		DATE 12/15/06	LAST NAME	FIRST NAME
STREET NUMBER		STREET NAME (AFTER SALE)	AREA CODE 718	TELEPHONE NUMBER 428-9180
CITY OR TOWN		STATE	ZIP CODE	SELLER <i>[Signature]</i>
			SELLER SIGNATURE	DATE 12/15/06

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of Kings)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

187 GATES AVENUE

Street Address

Unit/Apt.

BROOKLYN

New York,

1972

38

(the "Premises");

Borough

Block

Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Farzaneh Yeroushalmi

Name of Grantor (Type or Print)

+ F Yeroushalmi

Signature of Grantor

Farzaneh Yeroushalmi

Name of Grantee (Type or Print)

+ F Yeroushalmi

Signature of Grantee

Sworn to before me
this 15th date of

November 2006

BERNADETTE M. CROWLEY
Notary Public State of New York
No. 02CR5046136

Qualified in Queens County 2007
Commission Expires July 3, 2007

Sworn to before me

this 15th date of

November 2006

BERNADETTE M. CROWLEY
Notary Public State of New York
No. 02CR5046136

Qualified in Queens County
Commission Expires July 3, 2007

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

AGREEMENT

AGREEMENT made on April 20th, 2005, by and among M&M DEVELOPER LLC having an address at 683 Middle Neck Road, Great Neck, New York 11021 (hereinafter referred to as "M&M") and JANINA Y. DAVIS, having an address at 139 Clinton Avenue, Brooklyn, New York 11205 (hereinafter referred to as the "Janina"). M&M and Janina shall also hereinafter be referred individually as the "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, Janina is the record owner of that certain property located at ¹³⁹~~139~~ Clinton ^{Ave}~~St~~, Brooklyn New York 11238 (Section 7, Block 1888, Lot 11) (the "Property"). Janina represents that a first mortgage has been recorded against the Property and that the present indebtedness, secured by said mortgage, is in amount of \$1,040,000.00.

WHEREAS, M&M and Janina are desirous of entering a joint partnership (hereinafter referred to as the "Joint Partnership"), under which the Joint Partnership shall take legal title and develop the said Property into the maximum allowable per code condominium dwelling and as approved by the applicable governing New York City building authority (hereinafter referred to as the "Project").

WHEREAS, this agreement exists pursuant to an oral agreement and the Parties desire to memorialize this agreement into writing.

AND WHEREAS, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The preamble is hereby incorporated into this Agreement by reference and shall be treated as a part hereof and M&M and Janina hereby covenant and agree to comply with the obligations set forth in the whereas clauses.
2. Prior to transfer of title from Janina to the Joint Partnership, Janina shall be solely responsible for any and all costs in connection with the Property, including but not limited to debt service, real estate taxes, water & sewer rents, etc. (the "Carrying Costs of the Property").
3. Immediately after the execution of this agreement by both Parties, M&M shall order a title report for the Property. Upon review and approval of title for the Property by M&M, Janina shall transfer legal title to the Joint Partnership for consideration contained herein. Nonetheless, the note and the indebtedness secured by the mortgage against the Property shall remain Janina's sole responsibility. In the event that upon examination of the title report, M&M discovers defect(s) in title or existence of violations which may prevent Janina to transfer good and marketable title to the Joint Partnership, M&M may provide written notice to Janina upon which this agreement shall become null and void and neither party shall have any further rights against the other.
4. Janina has full power, in accordance with law, to enter into this agreement and to consummate the transaction provided for herein, and neither the entering into this agreement nor the consummation of such transaction will constitute a violation or breach by Janina of any agreement or other instrument to which Janina

is a party or by which any of her assets or properties may be affected, or any judgment, order right, injunction or decree issued against or imposed upon it, or will result in violation of any applicable law, order, rule or regulation of any governmental authority. Janina represents and warrants that there is no litigation, arbitration, assessments, special assessments, or other proceeding or governmental investigation pending or, to Janina's best knowledge, threatened against or relating to the Janina and the Property. Janina covenants and agrees to indemnify and hold M&M harmless from and against any loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees and disbursements) rising out of or in connection with any misrepresentation or breach of warranty by Janina in connection with this agreement.

5. At all times subsequent to the transfer of title, with ownership of the Property held by the Joint Partnership, and throughout the Project and upon its conclusion, Janina shall remain responsible for payment of all the Carrying Costs of the Property, including but not limited the cost of refinancing said mortgage and the debt service of a similar debt subsequent to such refinance. By contrast, M&M shall be responsible to advance payment of all expenses in connection with the Project, including but not limited to obtaining construction loan, soil testing, survey, etc. ("Construction Costs") on behalf of the Joint Partnership.

6. M&M shall advance the following sums of monies to Janina, against Janina's Fifty (50.0%) Percent of Net Proceeds, as follows: (a) One Hundred Thousand (\$100,000.00) Dollars upon transfer of legal title of the Property to the Joint Partnership; (b) Two Hundred Thousand (\$200,000.00) Dollars when plans for the Project are approved by New York City and the construction loan is obtained and funded; (c) Two Hundred Thousand (\$200,000.00) Dollars upon completion of fifty (50.0%) percent of the Project; and (d) Two Hundred Thousand (\$200,000.00) Dollars upon final completion of the Project. *all checks has to be certified*

7. Under the Joint Partnership, throughout the Project and upon its conclusion, the following terms and conditions shall apply to the Parties:

- A. Upon the sale or lease of any and all portions of the Property, the Parties shall be each entitled to Fifty (50.0%) Percent of Net Proceeds. Net Proceeds shall be defined as the proceeds remaining after any and all costs, expenses, and indebtedness for that portion of Property, including but not limited to full payment to the Construction Corp. (as defined under B.) and reimbursement of entire Construction Costs. In the event that either Party receive an advance of any monies during the term of the Project, such Party shall not receive distributions of Net Proceeds before equal distribution to the other Party.
- B. M&M shall exclusively conduct and manage the business and affairs of the Project under an existing or a new corporation solely owned by M&M, independent and separate from the Joint Partnership (hereinafter referred to as the "Construction Corp."). The Construction Corp. shall be paid on the basis of \$150 per buildable sq/ft plus demolition costs.
- C. The Construction Corp. shall be solely responsible to secure financing for the Project.
- D. Both Parties shall cooperate in carrying out the purposes of the Joint Partnership, but neither of them shall be required to devote any fixed amount of time thereto. Both of the Parties may engage in any other business or activities, including ownership and operating of any other real property, except that both Parties shall devote as much time as may be required to the Project.
- E. M&M shall exclusively make decisions regarding the Property, including but not limited to obtaining financing, renting or selling the Property or portions thereof.
- F. The Joint Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Partnership. The Parties agree that the books and records of the Construction Corp. remains the exclusive private business of M&M.
- G. The Parties may not admit new parties (or transferees of any interests of existing Parties) into the Joint Partnership without the written unanimous vote or consent of all the Parties.
- H. The Joint Partnership shall terminate upon the sale of the entire Property, at which time the remaining proceeds of sale and all other assets of the Joint Partnership shall be applied and

distributed to the Parties pursuant to this Agreement after payments of the expenses of liquidation and the debts and liabilities of the Joint Partnership are paid in full.

8. Immediately following the closing of title for the Property, M&M shall furnish and perform the following professional services under the Construction Corp.:

- A. Prepare or cause to be prepared a complete boundary survey of the Property showing all rights-of-way, easements, and other physical burdens now encumbering the land, and stake out all corners of the Property.
- B. Make such soil-bearing tests, investigations, and reports as may be required to determine the soil-bearing capacity of the Property, the types of soil contained in the property, and the amount of filling and other remedial work that may be necessary to render the property suitable for the purposes intended by the Joint Partnership.
- C. Prepare or cause to be prepared all things reasonably required to gain approval or conditional approval of a plan for construction of a condominium dwelling by the applicable governmental agency.
- D. Prepare or cause to be prepared detailed plans, specifications for the maximum allowable condominium units dwelling, and other improvements, required by law or otherwise to be installed on the Property by the Joint Partnership.
- E. Prepare or cause to be prepared, such invitations for bids, instructions to bidders, and bid forms as may reasonably be required to enable awarding a beneficial contract for construction and installation.
- F. Receive and evaluate any bids obtained for the construction and installation of the Project.
- G. Proceed with work of construction, and shall perform or cause to be performed, all of the work and furnish or cause to be furnished, all of the materials shown in the plans and specifications covering the development to be constructed pursuant to the Project.
- H. In each instance, the work to be performed shall be commenced as quickly as possible and the same shall be carried through expeditiously and continuously to completion as rapidly as the proper doing of work, the employment of available crews of labor, the prompt placing of orders by contractors, the availability of materials will permit.
- I. Exercise general supervision at project manager level over the work of any contractor employed by the Joint Partnership to construct and install the Project development.
- J. M&M will exercise his best efforts to cause the work to be done as promptly as possible.
- K. M&M shall insure that all work under this Project is to be performed in all respects in compliance with building laws, ordinances, and regulations of any and all governmental agencies entitled to impose such laws, ordinances, or regulations; and all such work shall be done in a good and workmanlike manner.

9. Other than specifically provided for herein, no Party shall pledge, transfer, sell, encumber, mortgage, hypothecate, pledge, create a security interest in or lien on or otherwise dispose of any interest in the Property or in the Joint Partnership without the written consent of all of other Parties.

10. This Agreement constitutes the full and complete understanding of the parties hereto, and no representations, promises, or covenants other than those expressly set forth have been made or shall be considered. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties.

11. The parties acknowledge that they have each consulted with an attorney of their own choosing with respect to this Agreement, and that they have signed this Agreement after having had their attorney review it and explain its provisions to their satisfaction. The undersigned have and are deemed to have fully read this Agreement and understand the terms and provisions therein, and agree to be bound by same.

12. All notices given to any party hereunder shall be delivered to the address for that party set forth hereinabove.

13. If any provision of this Agreement herein is contrary to, prohibited by or deemed invalid under the applicable laws, rules or regulations of any jurisdiction within which this Agreement is sought to be enforced, then such provision shall be deemed inapplicable but such shall not serve to invalidate any remaining provisions hereof.

14. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their names and seals the day and year first above written.

M&M DEVELOPER LLC
By: MOUSSA YEROUSHALMI, V.P.

JANINA Y. DAVIS

DATED: April __, 2005

ACKNOWLEDGEMENTS

STATE OF NEW YORK, COUNTY OF _____, ss.

On the _____ day of April, 2005, before me, the undersigned notary public, personally appeared MOUSSA YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on _____

STATE OF NEW YORK, COUNTY OF _____, ss.

On the _____ day of April, 2005, before me, the undersigned notary public, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on _____

*This is a copy.
original was signed
at David Pour & Assoc.
Great Neck, NY.*

ALTRIA DEVELOPMENT LLC

683 Middle Neck Road.
Great Neck, New York 11023
Tel: 516-487-5444 Fax: 516-487-2523

REF: 139 Clinton Ave. and 132 Waverly Ave.
Brooklyn, New York
Section : 7 Block : 1888 Lot : 11

This is an agreement made on February 9, 2006 between Janina Davis (JD) and Aswad Ayune Destula (Baku), ALTRIA DEVELOPMENT LLC (Altria) and M&M DEVELOPER LLC (M&M);

1. All of the parties agreed that this agreement supersedes all the previous agreements for the above referenced project;
2. All of the parties agreed that this agreement is in accordance with their own freewill with consultation and approval of their respective Legal Advisers or Attorneys;
3. JD & Baku agreed to sell out all of their shares from ALTRIA DEVELOPMENT LLC in relation to the above project to M&M DEVELOPER LLC;
4. All the parties agreed that the buy out amount for all the shares of JD and Baku from ALTRIA DEVELOPMENT LLC to M&M DEVELOPER LLC is \$ 850,000.00;
5. All of the parties agreed to the following payment schedule:

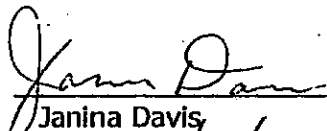
January 2006 \$ 3,000.00 - * *payment have been received by JD And Baku.*

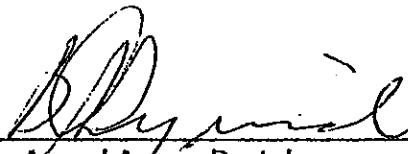
February 2006	3,000.00
March 2006	5,000.00
April 2006	5,000.00
May 2006	5,000.00
June 2006	5,000.00
July 2006	5,000.00
August 2006	5,000.00
September 2006	10,000.00
October 2006	10,000.00
November 2006	10,000.00
December 2006	10,000.00
January 2007	100,000.00
February 2007	100,000.00
March 2007	100,000.00
April 2007	150,000.00
May 2007	150,000.00
June 2007	150,000.00

JD. BADA
G M

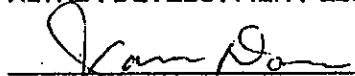
6. All of the parties agreed that the payment schedule in item # 6 represents the full amount of the money involve in buying out the shares of JD and Baku;
7. All of the parties agreed that its individual or entity can not have any claim, encumbrance , lien whatsoever against each other; and
8. All of the parties agreed that by signing this agreement, JD and Baku willfully and consciously transferring the ownership of the above project and their shares from ALTRIA DEVELOPMENT LLC to M&M DEVELOPER LLC.


AGREED and ACCEPTED:

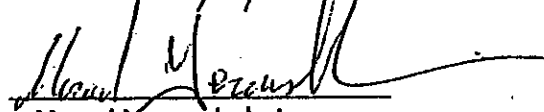

Janina Davis
Date : 2/10/06



Baku Aswad Ayune Destula
Date: _____

ALTRIA DEVELOPMENT LLC:

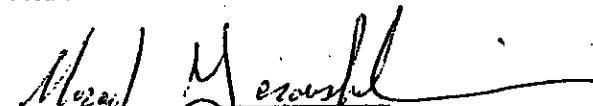

Janina Davis
Date : 2/10/06

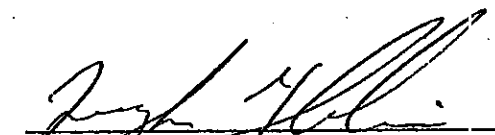

Baku Aswad Ayune Destula
Date: _____


Morad Yeroushalmi
Date : 2/10/06


Farzaneh Yeroushalmi
Date: 2/10/06

M&M DEVELOPER LLC:


Morad Yeroushalmi
Date : 2/10/06


Farzaneh Yeroushalmi
Date: 2/10/06

ALTRIA DEVELOPMENT LLC

683 Middle Neck Road.
Great Neck, New York 11023
Tel: 516-487-5444 Fax: 516-487-2523

ADDENDUM TO AGREEMENT MADE ON FEBRUARY 9, 2006

REF: 139 Clinton Ave. and 132 Waverly Ave.
Brooklyn, New York
Section : 7 Block : 1888 Lot : 11

This is an addendum agreement made on April 11, 2006 between Eutha Davis (ED), Janina Davis (JD) and Aswad Ayune Destula (Baku), ALTRIA DEVELOPMENT LLC (Altria) and M&M DEVELOPER LLC (M&M);

1. This addendum of agreement is hereby agreed and being initiated by Janina Davis (JD) and Aswad Ayune Destula (Baku) and will serve as the final payment of the buy-out agreement dated February 9, 2006.

2. All of provisions indicated in the February 9, 2006 agreement remains the same EXCEPT on the schedule of payment for the balance of this contract which was requested by Baku and JD to be revised as follows:

a) The 75 % of the scheduled monthly payment will be paid to Mrs. EUTHA DAVIS, Janina's mother, and the remaining 25% will be paid to Aswad Ayune Destula (Baku) with the exception of month of APRIL 2006 which will be described in item b;

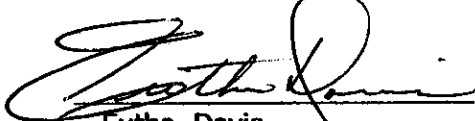
b) All parties agreed that the payment for the month of APRIL 2006 is \$ 2,500.00 net of the \$ 2,500.00 rent payment for the same month which will be paid to Ms. EUTHA DAVIS, therefore, no payment will be made to Mr. ASWAD AYUNE DESTULA (Baku) for the month of APRIL 2006;

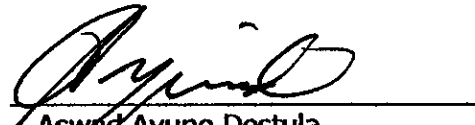
c) All parties agreed that the following schedule of payment remained the same with the consideration of payment ratio as indicated in item a.


	EUTHA DAVIS 75%	BAKU DESTULA 25%	TOTAL
May 2006	3,750.00	1,250.00	5,000.00
June 2006	3,750.00	1,250.00	5,000.00
July 2006	3,750.00	1,250.00	5,000.00
August 2006	3,750.00	1,250.00	5,000.00
September 2006	7,500.00	2,500.00	10,000.00
October 2006	7,500.00	2,500.00	10,000.00
November 2006	7,500.00	2,500.00	10,000.00


December 2006	7,500.00	2,500.00	10,000.00
January 2007	75,000.00	25,000.00	100,000.00
February 2007	75,000.00	25,000.00	100,000.00
March 2007	75,000.00	25,000.00	100,000.00
April 2007	112,500.00	37,500.00	150,000.00
May 2007	112,500.00	37,500.00	150,000.00
June 2007	112,500.00	37,500.00	150,000.00

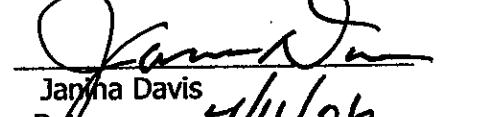
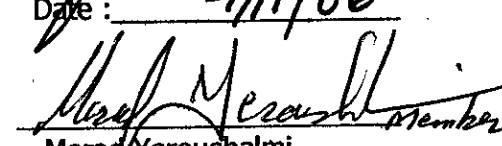
AGREED and ACCEPTED:

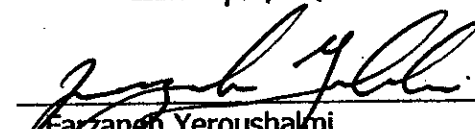

Eutha Davis
Date: 4/15/06


Aswad Ayune Destula
Date: 4/11/06



Janina Davis
Date: 4/11/06
ALTRIA DEVELOPMENT LLC:



Aswad Ayune Destula
Date: 4/11/06


Janina Davis
Date: 4/11/06

Morad Yeroushalmi member
Date: 4/28/06


Farzaneh Yeroushalmi
Date: 4/11/06

M&M DEVELOPER LLC:


Morad Yeroushalmi member
Date: 4/28/06


Farzaneh Yeroushalmi
Date: 4/11/06

ALTRIA DEVELOPMENT LLC

683 Middle Neck Road.
Great Neck, New York 11023
Tel: 516-487-5444 Fax: 516-487-2523

AMENDMENT TO AGREEMENT

REF: 139 Clinton Ave. and 132 Waverly Ave.
Brooklyn, New York
Section : 7 Block : 1888 Lot : 11

This amendment is made on January 22, 2007 among Eutha Davis (ED) and Janina Davis (JD), ALTRIA DEVELOPMENT LLC (Altria) and M&M DEVELOPER LLC (M&M), and shall hereinafter collectively be referred as "Parties", to resolve the defects in the deal made for the above referenced properties, hereinafter also known as "Project";

Inclusions: Parties agreed that the following amount paid or to be paid by M&M should be part of the purchase amount of the above referenced property:

1. The amount of \$ 150,000.00 paid to JD for 187 Gates Ave, Brooklyn and 148 West 127 Street, NY, NY.
2. The amount of \$ 100,000.00 paid to Suphanna Rahim which should be resolved between Ms. Rahim and JD. M&M has neither been participant nor has had any relations with the issues concerning Ms. Rahim and JD.
3. The Attorney's fee of \$ 28,500.00 as JD's legal representation for 187 Gates Ave., Brooklyn, NY.
4. The amount of approximately \$ 150,000.00 representing expenses and damages caused by Suphanna Rahim at 187 Gates Ave., Brooklyn, NY which should be resolved between Ms. Rahim and JD.
5. The open violation from the Environment Control board for unauthorized curb cut and sidewalk at 132 Waverly Ave., Brooklyn, NY prior to closing of the project. The possible judgment amount would be \$ 7,500.00 to \$ 15,000.00 which should be the obligation of JD.
6. The total amount of \$ 60,000.00 which was collected by JD from the tenants of 139 Clinton Ave., Brooklyn during the partnership which was not shared with the partners.
7. Loss from construction loan financing because of not vacating 139 Clinton Ave on agreed time of JD and Baku. Attorney's fees and other related fees is approximately \$20,000.00 plus other damages caused by delay in evacuation which will be computed later.
8. The parties agreed that the purchase price of the above property would be corrected based on the market value. It was previously priced \$500,000.00 more than the value by JD and Baku.

9. JD is not responsible for any of the above items other than # 5. M

Exclusions:

1. This amendment is solely made for JD who is entitled for her own 75% of the purchase amounts as previous owner. The other 25% would be covered

74
BAD & J.D.

3
BAD & J.D.

by a separate contract under Aswad O. Ayinde.

Amended Mode of Payment: The parties agreed that for the time being the following schedule of payment would be made from M&M to JD representing payment for JD's 75% share balance:

January 2007	\$ 15,000.00
February 2007	15,000.00
March 2007	5,000.00
April 2007	5,000.00
May 2007	5,000.00
June 2007	5,000.00
July 2007	5,000.00
August 2007	5,000.00
September 2007	5,000.00
October 2007	5,000.00
November 2007	5,000.00
December 2007	5,000.00

/ 80,000

Settlement of Agreement:

Parties agreed that if M&M and Altria Development LLC is unsatisfied with the deal, M&M has the following options in settling the remaining balance of JD:

- Option 1 On or about August 2007 M&M would pay JD one full payment of \$350,000.00 for the remaining balance due.
- Option 2 M&M would pay JD base on the above amended mode of payment and the remaining balance would be paid in one full payment of \$ 330,000.00
- Option 3 If M&M would not be able to pay base on option 2 due to financial limitation, M&M agreed and obliged to pay JD as computed below:

Total		\$ 575,000.00
Less	(total payment made after Dec. 2007)	(80,000.00)
	(penalty fee for the curb cut)	(15,000.00)
Total amount to be paid to JD		<u>\$ 480,000.00</u>

The parties agreed that the above monthly schedule would be revised or amended before the end of December 2007 for the full settlement on 2008.

AGREED and ACCEPTED:

BADA M
E JD

Janina Davis
Janina Davis
Date: 1/23/07

Eutha Davis
Eutha Davis
Date: 1/23/07

Janina Davis
Janina Davis
Date: 1/23/07 member

ALTRIA DEVELOPMENT LLC:
Janina Davis
Date: 1/23/07

Morad Yeroushalmi
Morad Yeroushalmi, member
Date: 1/23/07

Parzaneh Yeroushalmi
Parzaneh Yeroushalmi
Date: 1/23/07

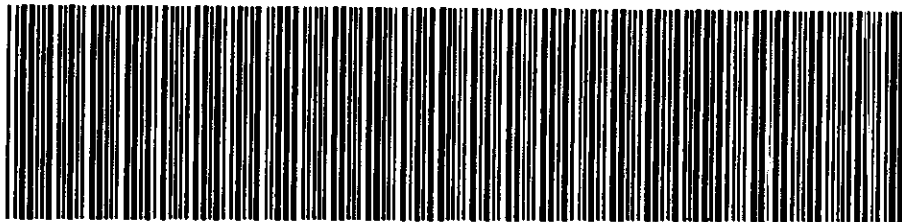
M&M DEVELOPER LLC:
Morad Yeroushalmi
Morad Yeroushalmi, member
Date: 1/23/07

Parzaneh Yeroushalmi
Parzaneh Yeroushalmi
Date: 1/23/07

Witness: B. D. Ayinde
B. D. Ayinde
Date: 1/23/07

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2005082300464001002E0330
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2005082300464001
Document Date: 08-15-2005
Preparation Date: 08-29-2005
Document Type: DEED
Document Page Count: 3
PRESENTER:

IMPERIAL ABSTRACT, IMA3926
AS AGENT FOR COMMONWEALTH LAND
TITLE INSURANCE CO.
441 ROUTE 306 (HOLD-FOR-PICKUP)
MONSEY, NY 10952
845-362-6410

RETURN TO:

DAVID POUR AND ASSOCIATES
10 CUTTER MILL ROAD
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1888	11	Entire Lot	139 CLINTON AVENUE
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

JANINA Y. DAVIS
139 CLINTON AVENUE
BROOKLYN, NY 11205

GRANTEE/BUYER:

ALTRIA DEVELOPMENT LLC
683 MIDDLENECK ROAD
GREAT NECK, NY 11023

FEES AND TAXES

Mortgage			Recording Fee: \$	52.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	165.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	8,800.00
Spec (Additional):	\$	0.00		
TAST:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 09-01-2005 16:38

City Register File No.(CRFN):

2005000493358

Annette M. Hill

City Register Official Signature

NYC HPD Preliminary Residential Property Transfer Form

Bargain and Sale Deed, with Covenant Against Grantor's Acts-
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 15th day of August, in the year 2005

BETWEEN

JANINA Y. DAVIS,

With address at 139 Clinton Avenue, Brooklyn, New York 11205

party of the first part, and

ALTRIA DEVELOPMENT LLC,

residing at 683 Middle neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1888

LOT: 11

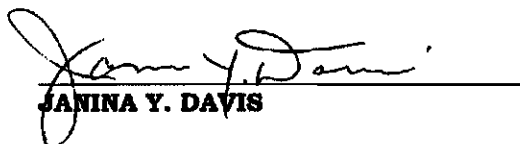
SAID PREMISES being more commonly known as and by the Street Address: 139 Clinton Avenue, Brooklyn, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 09/06/1998, recorded 12/11/1998 in reel 4346, page 1560.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


JANINA Y. DAVIS



Schedule A Description

Title Number IMA3926

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Clinton Avenue, distant 200 feet northerly from the Northeast corner of Clinton Avenue and Myrtle Avenues and opposite the center of a party wall;

RUNNING THENCE northerly along Clinton Avenue 22 feet 6 inches to the center line of Section 20 on a Map bought by George W. Pine from John Spader dated 09/17/1833 and filed in Kings County Register's Office as Map #385.

RUNNING THENCE easterly and parallel with Myrtle Avenue 150 feet;

RUNNING THENCE northerly and parallel with Waverly Avenue 25 feet;

RUNNING THENCE easterly and parallel with Myrtle Avenue 50 feet to the westerly side of Waverly Avenue;

RUNNING THENCE southerly along the westerly side of Waverly Avenue 47 feet 6 inches;

RUNNING THENCE westerly parallel with Myrtle Avenue and part of the distance through the center of the party wall, 200 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Commonly known as 139 CLINTON AVENUE, Brooklyn, NY.

IMPERIAL ABSTRACT CORP.
441 ROUTE 306
MONSEY, NY 10952
PH. (845) 362-6410
FAX (845) 362-6415

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK]
COUNTY OF NASSAU] ss:

On the 15th day of August, in the year 2005 before me, the undersigned, personally appeared **JANINA Y. DAVIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

.....
Notary Public

JEANETTE SOMMO
Notary Public, State of New York
No. 4823349
Qualified in Suffolk County
Commission Expires May 31, 2007

SEAL

STATE OF NEW YORK]
COUNTY OF NASSAU]

On the day of in the year 2005 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

1MA 3926

Bargain and Sale Deed
with Covenant Against Grantor's Acts

Section:
Block: 1888
Lot: 11
County: Brooklyn
 Kings County
Record & Return to:


DAVIS

-to-

ALTRIA DEVELOPMENT LLC

DAVID POUR & ASSOCIATES
10 CUTTER MILL ROAD
GREAT NECK, NEW YORK 11021

THIS SPACE FOR USE OF RECORDING OFFICE:



SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 11

Document Date: 08-15-2005

Preparation Date: 08-29-2005

ASSOCIATED TAX FORM ID: 2005081500133

Page Count

H

FOR CITY USE ONLY
C1. County Code _____ C2. Date Deed Recorded _____
C3. Book _____ C4. Page _____
OR
C3. CRPN _____



REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
(Rev 11/2002)

PROPERTY INFORMATION
1. Property Location: 139 CLINTON AVENUE, BROOKLYN, 11205
2. Buyer Name: ALTRIA DEVELOPMENT LLC
3. Tax Billing Address: _____
4. Indicate the number of Assessment Roll parcels transferred on the deed: 33 # of Parcels OR 200 Part of a Parcel
5. Deed Property Size: 33 X 200 ACRES
6. Seller Name: DAVIS, JANINA
7. Check the box below which most accurately describes the use of the property at the date of sale:
A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION
10. Sale Contract Date: 5 / 6 / 2005
11. Date of Sale / Transfer: 8 / 15 / 2005
12. Full Sale Price \$: 2,200,000
13. Indicate the value of personal property included in the sale: _____
14. Check one or more of these conditions as applicable to transfer:
A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill
15. Building Class: C.3
16. Total Assessed Value (of all parcels in transfer): 64035
17. Borough, Block and Lot / Roll Identifier(s) (if more than three, attach sheet with additional identifier(s))
BROOKLYN 1888 11

CERTIFICATION
I certify that all of the terms of information entered on this form are true and correct (to the best of my knowledge and belief) as of the date of the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.
Buyer Signature: Altria Development LLC, dated 8/15/05
Seller Signature: Janina Davis, dated 8/15/05
Buyer's Attorney: David, dated 8/15/05
Address: 683 Middle Neck Rd., Great Neck, NY 11023
Area Code: 516, Telephone Number: 829-1990
2005081500133201

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006051701335001001E3B4B

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2006051701335001

Document Date: 05-12-2006

Preparation Date: 05-17-2006

Document Type: DEED

Document Page Count: 3

PRESENTER:

CLASS ABSTRACT SERVICES, INC., PICK UP
RSR
AS AGENT FOR COMMONWEALTH TITLE
INSURANCE COMPANY
72 JERICHO TURNPIKE CLC 40184K
MINEOLA, NY 11501

RETURN TO:

DAVID POUR & ASSOCIATES, LLP
10 CUTTERMILL ROAD SUITE 406
GREAT NECK, NY 11021

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	1888 11	Entire Lot	139 CLINTON AVENUE
Property Type: DWELLING ONLY - 4 FAMILY			

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

ALTRIA DEVELOPMENT LLC
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

GRANTEE/BUYER:

MORAD YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Recording Fee: \$	52.00
Mortgage Amount:	\$	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$ 165.00
TAXES: County (Basic):	\$	NYS Real Estate Transfer Tax:	
City (Additional):	\$		\$ 0.00
Spec (Additional):	\$		
TAST:	\$		
MTA:	\$		
NYCTA:	\$		
Additional MRT:	\$		
TOTAL:	\$		0.00



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 05-23-2006 08:56

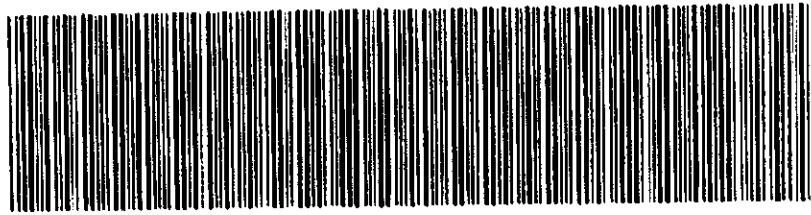
City Register File No. (CRFN):

2006000284940

Gianetta McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006051701335001001C39CB

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 5

Document ID: 2006051701335001

Document Date: 05-12-2006

Preparation Date: 05-17-2006

Document Type: DEED

PARTIES

GRANTEE/BUYER:

FARZANEH YEROUSHALMI
683 MIDDLE NECK ROAD
GREAT NECK, NY 11023

conveyance Date of May 12, 2006
**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR
SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 10th day of May 2006.

between

ALTRIA DEVELOPMENT LLC, with offices located at 683 Middle Neck Road, Great Neck,
New York 11023

party of the first part, and

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI residing at 683 Middle Neck
Road, Great Neck, New York 11023
as tenants in common

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents
(\$10.00), lawful money of the United States, paid by the party of the second part, does hereby
grant and release unto the party of the second part, the heirs or successors and assigns of the party
of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon
erected, situate, lying and being in the

SEE ATTACHED SCHEDULE "A" DESCRIPTION
Premises known as 139 Clinton Ave, Brooklyn, NY

Being and intended to be the same premises as conveyed to the grantor herein by deed dated
8/15/2005, recorded 9/1/2005 as CRFN2005000493358.
Premises more commonly known as 139 Clinton Avenue, Brooklyn, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any
streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part
in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the
heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, covenants that the party of the first part has not done or
suffered anything whereby the said premises have been encumbered in any way whatever, except
as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants
that the party of the first part will receive the consideration for this conveyance and will hold the
right to receive such consideration as a trust fund to be applied first for the purpose of paying the
cost of the improvement and will apply the same first to the payment of the cost of the
improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this
indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and
year first above written.

IN PRESENCE OF:

ALTRIA DEVELOPMENT LLC

BY: 
MORAD YEROUSHALMI, Member

Title No. CLC 40184K

SCHEDULE A

BLOCK: 1888 LOT: 11
on the Tax Map of Kings County

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Clinton Avenue, distant 200 feet northerly from the northeasterly corner of Clinton Avenue and Myrtle Avenue and opposite the center of a party wall;

RUNNING THENCE northerly along Clinton Avenue, 22 feet 6 inches to the center line of Section 20 on a Map bought by George W. Pine from John Spader dated 9/17/1833 and filed in Kings County Register's Office as Map No. 385;

THENCE easterly and parallel with Myrtle Avenue, 150 feet;

THENCE northerly and parallel with Waverly Avenue, 25 feet;

THENCE easterly and parallel with Myrtle Avenue, 50 feet to the westerly side of Waverly Avenue;

THENCE southerly along the westerly side of Waverly Avenue, 47 feet 6 inches;

THENCE westerly, parallel with Myrtle Avenue and part of the distance through the center of the party wall, 200 feet to the point or place of **BEGINNING**.

Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:
)

As of On the 10th day of May, 2006, before me, the undersigned, personally appeared Morad Yeroushalmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual making acknowledgment)

RUSSELL J. COYNE
Notary Public, State of New York
No. 02006141868
Qualified in Nassau County
Commission Expires February 27, 2010

SEAL

BARGAIN & SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

**Title No. COMMONWEALTH
LAND TITLE INSURANCE CO.
BY CLASS ABSTRACT
SERVICES #CLC4018K**

Section
Block 1888
Lot 11
County or Town Kings
Street Address 139 Clinton Avenue
Brooklyn, New York 11205

ALTRIA DEVELOPMENT LLC

To

MORAD YEROUSHALMI and
FARZANEH YEROUSHALMI

Return By Mail To:

DAVID POUR & ASSOCIATES, LLP
10 CUTTERMILL ROAD, SUITE 406
GREAT NECK, NEW YORK 11021

Reserve This Space For Use Of Recording Office

[illegible]

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006051701335001001SF5CA

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006051701335001

Document Date: 05-12-2006

Preparation Date: 05-17-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006050900551

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKI DETECTOR AFFIDAVIT

1

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year
 C3. Book C4. Page
 OR
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 139 CLINTON AVENUE BROOKLYN 11205
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name YERUSHALMI MORAD
 LAST NAME / COMPANY FIRST NAME
YERUSHALMI PARZANEH
 LAST NAME / COMPANY FIRST NAME
 3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel
 4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 5. Deed Property Size 22.5 200 OR
 FRONT FEET DEPTH ACRES
 6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐
 8. Seller Name ALTRIA DEVELOPMENT LLC
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 12 / 2006
 Month Day Year
 11. Date of Sale / Transfer 5 / 12 / 2006
 Month Day Year
 12. Full Sale Price \$
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages, or other obligations.) Please round to the nearest whole dollar amount.
 13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☒ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Dead Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 6 4 0 3 5
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
BROOKLYN 1888 11

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE DATE
 STREET NUMBER STREET NAME (AFTER SALE)
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

LAST NAME FIRST NAME
516 829-1990
 AREA CODE TELEPHONE NUMBER
SELLER
 SELLER SIGNATURE DATE

2006050900551201

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year
 C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 139 CLINTON AVENUE BROOKLYN 11205
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name YERUSHALMI MORAD
 LAST NAME / COMPANY FIRST NAME
YERUSHALMI FARZANEH
 LAST NAME - COMPANY FIRST NAME
 3. Tax Billing Address
 Indicate where future Tax Bills are to be sent
 if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME

 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel
 5. Deed Property Size 22.5 X 200 OR ACRES
 FRONT FEET DEPTH
 6. Seller Name ALFRIA DEVELOPMENT LLC
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 10 / 2006
 Month Day Year
 11. Date of Sale / Transfer 5 / 10 / 2006
 Month Day Year
 12. Full Sale Price \$
 (Full Sale Price is the total amount paid for the property including personal property.
 This payment may be in the form of cash, other property or goods, or the assumption of
 mortgages or other obligations) Please round to the nearest whole dollar amount.
 13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☒ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 64035
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
BROOKLYN 1888 11

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

Morad Yerushalmi 5/10/06
 BUYER SIGNATURE DATE
68.3 MIDDLE NECK RD, 2ND FL.
 STREET NUMBER STREET NAME (AFTER SALE)
GREAT NECK N.Y. 11023
 CITY OR TOWN STATE ZIP CODE

POUR DAVID
 LAST NAME FIRST NAME
516 829-1990
 AREA CODE TELEPHONE NUMBER

 SELLER
Morad Yerushalmi 5/10/06
 SELLER SIGNATURE DATE

2006050900551201

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of *Queens*)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

139 CLINTON AVENUE

Street Address Unit/Apt.
BROOKLYN New York, **1888** **11**
Borough Block Lot (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

ALTRIA DEVELOPMENT LLC

Name of Grantor (Type or Print)

Morad Yeroushalmi
Signature of Grantor

Morad Yeroushalmi

Name of Grantee (Type or Print)

Morad Yeroushalmi
Signature of Grantee

Sworn to before me

this *10th* date of *May* *12* *2006*

Russell J. Coyne

RUSSELL J. COYNE
Notary Public, State of New York
No. 02CO0141888
Qualified in Nassau County

Sworn to before me

this *10th* date of *May* *12* *2006*

Russell J. Coyne

RUSSELL J. COYNE
Notary Public, State of New York
No. 02CO0141888
Qualified in Nassau County

These statements are made under penalty of perjury, false representation, and a crime of perjury under Article 210 of the Penal Law. **SEAL** Commission Expires February 21, 2010

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

JANINA DAVIS / ASWAD AYINDE
SCHEDULE OF PAYMENT
From 2005 to 2007

Date	Check No.	Payee	Amount	Payment for	Paid by
6/10/2005	1038	Country Wide Home Loans Se	4,258.26	Mortgage	M&M
6/10/2005	1039	Country Wide Home Loans Se	4,258.26	Mortgage	M&M
7/12/05	93	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
8/22/05	1012	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
9/13/05	1015	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
10/18/05	1018	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
10/20/2005	1132	Country Wide Home Loans Se	5,000.00	Mortgage	M&M
11/14/05	1019	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
1/13/06	1023	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
4/13/06	1030	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
4/13/06	1034	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
5/17/06	93	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
5/17/06	94	Country Wide Home Loans Se	4,193.72	Mortgage	MBM
		TOTAL	55,453.72		
6/3/2005	1035	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
6/20/2005	1048	Emigrant Mortgage Company.	5,335.00	Mortgage	M&M
7/8/2005	1058	Emigrant Mortgage Company.	5,526.87	Mortgage	M&M
8/10/05	1008	Emigrant Mortgage Company.	5,335.58	Mortgage	ALTRIA DEVT
9/13/05	1014	Emigrant Mortgage Company.	5,335.58	Mortgage	ALTRIA DEVT
10/12/05	1139	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
11/14/05	1176	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
1/10/2006	1286	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
3/14/2006	1321	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
5/10/2006	1422	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
12/13/2006	1234	Emigrant Mortgage Company.	5,335.58	Mortgage	M&M
		TOTAL	58,882.09		
6/10/2005	1037	OCWEN Federal Bank	1,704.13	Mortgage	M&M 139 Clinton
7/18/2005	1059	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
8/24/2005	1093	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
9/19/2005	1123	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
10/14/2005	1140	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
11/18/2005	1177	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
1/23/2006	1287	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
3/15/2006	1373	OCWEN Federal Bank	1,704.13	Mortgage	M&M 139 Clinton
4/14/2006	1374	OCWEN Federal Bank	\$1,449.16	Mortgage	M&M 139 Clinton
4/14/2006	1389	OCWEN Federal Bank	\$1,449.16	Mortgage	M&M 139 Clinton
5/12/2006	1423	OCWEN Federal Bank	\$1,449.16	Mortgage	M&M 139 Clinton
12/19/2006	1230	OCWEN Federal Bank	1,959.10	Mortgage	M&M 139 Clinton
		TOTAL	21,469.44		
6/10/2005	1038	Countrywide Home Loan	4,258.26	Mortgage	M&M 148 West
6/10/2005	1039	Countrywide Home Loan	4,258.26	Mortgage	M&M 148 West
10/20/2005	1132	Countrywide Home Loan	5,000.00	Mortgage	M&M 148 West
		TOTAL	\$13,516.52		
6/9/2005	1040	GMAC Mortgage Corp	4,414.13	Mortgage	M&M 187 Gates Ave
6/9/2005	1041	GMAC Mortgage Corp	4,414.13	Mortgage	M&M
		TOTAL	\$8,828.26		
4/22/2005	1007	Aswad Ayinde	5,000.00	Others	M&M
5/4/2005	1017	Aswad Ayinde	\$1,500.00	Others	M&M
5/6/2005	1022	Aswad Ayinde	17,951.00	Others	M&M
5/18/2005	1030	Aswad Ayinde	16,300.00	Others	M&M
6/13/2005	1046	Aswad Ayinde	\$2,500.00	Others	M&M
6/16/2005	1047	Aswad Ayinde	10,000.00	Others	M&M
6/20/2005	1049	Aswad Ayinde	\$10,000.00	Others	M&M
7/12/05	94	Aswad Ayinde	500.00	Others	MBM
7/18/05	1375	Aswad Ayinde	5,000.00	Others	MBM
7/22/05	95	Aswad Ayinde	6,000.00	Others	MBM

JANINA DAVIS / ASWAD AYINDE
SCHEDULE OF PAYMENT
From 2005 to 2007

Date	Check No.	Payee	Amount	Payment for	Paid by
8/1/05	1009	Aswad Ayinde	5,000.00	Others	MBM
9/12/05	101	Aswad Ayinde	5,000.00	Others	MBM
10/12/2005	1138	Aswad Ayunde	12,500.00	Others	M&M
11/2/2005	1183	Aswad Ayunde	\$2,000.00	Others	M&M
11/7/2005	1203	Aswad Ayinde	4,000.00	Others	M&M
11/16/2005	1216	Aswad Ayinde	\$1,600.00	Others	M&M
11/21/2005	1225	Aswad Ayinde	\$1,000.00	Others	M&M
11/30/2005	1235	Aswad Ayinde	\$2,000.00	Others	M&M
1/3/2006	1274	Aswad Ayinde	\$500.00	Others	M&M
1/5/06	1026	Aswad Ayinde	2,500.00	Others	MBM
1/5/06	1027	Aswad Ayinde	700.00	Others	MBM
1/13/2006	1305	Aswad Ayunde	1,500.00	Others	M&M
1/17/2006	1306	Aswad Ayunde	\$700.00	Others	M&M
1/23/2006	1315	Aswad Ayunde	\$2,500.00	Others	M&M
1/23/2006	1311	Aswad Ayunde	\$700.00	Others	M&M
2/2/06	113	Aswad Ayunde	700.00	Others	MBM
2/8/06	114	Aswad Ayunde	10,000.00	Others	MBM
2/15/06	117	Aswad Ayunde	700.00	Others	MBM
2/27/06	115	Aswad Ayunde	700.00	Others	MBM
2/28/06	119	Aswad Ayunde	700.00	Others	MBM
3/14/06	123	Aswad Ayunde	2,700.00	Others	MBM
3/20/06	125	Aswad Ayunde	700.00	Others	MBM
3/20/06	126	Aswad Ayunde	700.00	Others	MBM
3/20/06	125	Aswad Ayunde	700.00	Others	MBM
3/20/06	126	Aswad Ayunde	700.00	Others	MBM
4/3/06	129	Aswad Ayunde	8,000.00	Others	MBM
4/3/06	128	Aswad Ayunde	2,000.00	Others	MBM
4/3/06	129	Aswad Ayunde	8,000.00	Others	MBM
4/3/06	128	Aswad Ayunde	2,000.00	Others	MBM
4/14/06	130	Aswad Ayunde	5,000.00	Others	MBM
4/14/06	130	Aswad Ayunde	5,000.00	Others	MBM
5/15/2006	1446	Aswad Ayunde	\$1,250.00	Others	M&M
5/18/06	135	Aswad Ayunde	1,000.00	Others	MBM
5/23/06	136	Aswad Ayunde	4,000.00	Others	MBM
6/16/06	138	Aswad Ayunde	3,000.00	Others	MBM
6/22/06	127	Aswad Ayunde	2,000.00	Others	MBM
6/23/06	139	Aswad Ayunde	10,000.00	Others	MBM
8/7/06	1003	Vincent McGill	2,500.00	Others	ATRIA
10/20/2006	1108	Aswad Ayinde-Vincent Mc. Gil	\$2,500.00	Others	M&M
11/13/2006	1150	Aswad Ayinde	\$2,000.00	Others	M&M
11/21/06	1090	Aswad Ayinde	26,250.00	Others	A1
11/30/06	1003	Aswad Ayunde	30,000.00	Others	MBM
12/15/2006	1254	Aswad Ayinde	\$500.00	Others	M&M
12/19/2006	1258	Aswad Ayinde	\$700.00	Others	M&M
12/28/2006	1276	Aswad Ayinde	\$2,500.00	Others	M&M
12/28/2006	1275	Aswad Ayinde	\$600.00	Others	M&M
1/19/07	1136	Vincent McGill	20,000.00	Others	A1
2/5/07	1157	Aswad Ayinde	10,000.00	Others	A1
3/30/07	1201	Vincent McGill	13,800.00	Others	A1
5/8/07	1236	Vincent McGill	12,500.00	Others	A1
6/8/07	1281	Vincent McGill	7,000.00	Others	A1
6/15/07	1291	Vincent McGill	15,000.00	Others	A1
6/28/07	1307	Vincent McGill	25,000.00	Others	A1
7/12/07	1321	Vincent McGill	7,000.00	Others	A1
7/20/07	1341	Vincent McGill	10,000.00	Others	A1
8/6/07	1352	Vincent McGill	5,000.00	Others	A1
8/20/07	1368	Vincent McGill	5,000.00	Others	A1
8/30/07	1398	Vincent McGill	5,000.00	Others	A1
9/10/07	1399	Vincent McGill	7,500.00	Others	A1
9/25/07	1429	Vincent McGill	2,000.00	Others	A1
10/11/07	1453	Vincent McGill	7,000.00	Others	A1
10/22/07	1478	Vincent McGill	1,000.00	Others	A1
11/1/07	1487	Vincent McGill	5,500.00	Others	A1
11/1/07	1495	Vincent McGill	750.00	Others	A1

JANINA DAVIS / ASWAD AYINDE
SCHEDULE OF PAYMENT
From 2005 to 2007

<u>Date</u>	<u>Check No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Payment for</u>	<u>Paid by</u>
9/17/10	1412	Vincent McGill	7,500.00	Others	A1
		TOTAL	<u>\$420,601.00</u>		
5/6/2005	1023	Eutha Davis	20,000.00	Others	M&M
7/18/05	97	Janina Davis	6,000.00	Others	MBM
7/19/05	93	Janina Davis	768.00	Others	MBM
8/11/05	98	Janina & Eutha Davis	6,000.00	Others	MBM
8/17/2005	1095	Janina Davis	8,728.21	Others	M&M
9/21/05	105	Janina Davis	2,000.00	Others	MBM
10/5/2005	1136	Janina Davis	14,008.00	Others	M&M
10/31/2005	1137	Janina Davis	14,008.00	Others	M&M
1/9/2006	1289	Janina Davis	3,000.00	Others	M&M
2/16/2006	1337	Janina Davis	3,000.00	Others	M&M
3/20/2006	1377	Janina Davis	\$2,500.00	Others	M&M
5/10/06	1418	Eutha Davis	2,500.00	Others	M&M
5/17/2006	1445	Eutha Davis	\$3,750.00	Others	M&M
6/26/06	107	Eutha Davis	3,497.43	Others	ATRIA
7/24/06	115	Eutha Davis	3,750.00	Others	ATRIA
9/5/06	1007	Eutha Davis	3,750.00	Others	ATRIA
9/27/06	1018	Eutha Davis	4,000.00	Others	ATRIA
10/20/06	1023	Eutha Davis	4,000.00	Others	ATRIA
11/24/06	1027	Eutha Davis	4,000.00	Others	ATRIA
12/26/2006	1198	Eutha Davis	\$6,000.00	Others	M&M
1/27/2007	1245	Eutha Davis	\$15,000.00	Others	M&M
2/27/2007	1246	Eutha Davis	\$15,000.00	Others	M&M
3/28/2007	1300	Eutha Davis	\$5,000.00	Others	M&M
4/26/2007	1323	Eutha Davis	\$5,000.00	Others	M&M
6/7/2007	1346	Eutha Davis	\$5,000.00	Others	M&M
		TOTAL	<u>160,259.64</u>		
8/19/2005	1091	Imperial Abstract Corp	86,990.00	Others	M&M
		TOTAL	<u>86,990.00</u>		
		GRAND TOTAL	<u>\$826,000.67</u>		

SCP
At an I.A.S. Trial Term, Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at Civic Center, Borough of Brooklyn, City and State of New York, on the 12 day of SEPT. 2005

P R E S E N T :
Hon. SCHMIDT
Justice

Subhana Rahim

Plaintiff(s)

Cal. No.

Index No. 31765/2004

- against -

Arunc Destula, Janna Davis, et al
Defendant(s)

The following papers numbered 1 to read on this motion

Papers Numbered

Notice of Motion - Order to Show Cause

and Affidavits (Affirmations) Annexed

Answering Affidavit (Affirmation)

Reply Affidavit (Affirmation)

Affidavit (Affirmation)

Pleadings - Exhibits

Stipulations - Minutes

Filed Papers

The parties, Rahim and Davis, stipulate and agree as follows:

- (1) The subscribing parties shall release and forever forego any and all claims, interest, causes of action related to the herein complained action and any and all other potential causes of action before today, contingent on the completion of terms below.

For Clerks use only

MG

MD

Motion Seq. #

ENTER

J.S.C.

HON. DAVID I. SCHMIDT

EJV-rev 11-04

X James V. Davis
Janna Davis
X Julie Clark, Esq.
X James V. Davis, member
X James V. Davis, LLC

Page 1 of 3

PAGE ³~~2~~

INDEX# 31765 -- 2004 DATE 9/12/2005

PLAINTIFF Rahim vs DEFENDANT Destula

(4) Rahim shall reside in a unit at the premises until December 31, 2005 with no rent; thereafter, Rahim shall vacate the premises or, if Rahim shall ~~not~~ decide to remain, Rahim shall live at the garden level apartment with exclusive access to the back yard of the premises, for one year at a rate of \$1500.00 a month plus utilities paid by Rahim and Rahim shall give to M3M Developers, LLC security of \$1500.00 at closing. Failure to vacate as per this agreement will make Rahim liable to M3M Developers for all legal fees, Rents and 20% interest upon eviction or her vacating the premises.

X [Signature]
Subhana Rahim

X [Signature]
Anand Sood, Esq.

X [Signature]
Janna Davis

X [Signature]
Julie Clark, Esq.

X [Signature]
M3M Developers, LLC Member

ENTERED/SO ORDERED

JSC

PAGE ^{3 of 3}
~~4~~

HON. DAVID I. SCHMIDT

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS - TRIAL TERM - PART SCP

-----X
SUBHANA RAHIM,

Plaintiff,

-against-

ARUNE DESTULA (a/k/a ASWAD AYINDE), JANINE DAVIS,
VERONICA VILLALOBOS and HOMECOMINGS FINANCIAL
NETWORK, INC.,

Defendants.
-----X

Index No. 31765/2004
STIPULATION

360 Adams Street
Brooklyn, New York 11201
September 12, 2005

B E F O R E:

HONORABLE DAVID SCHMIDT,
Justice

A P P E A R A N C E S:

SOLEIL & COMPANY, P.C.
Attorneys for the Plaintiff
461 Willoughby Avenue - Suite 2
Brooklyn, New York 11206
BY: ANDRE RAMON SOLEIL, ESQ.

JULIE CLARK, ESQ.
Attorney for the Defendants
32 Court Street - Suite 707
Brooklyn, New York 11201

DAVID R. SEDACCA
OFFICIAL COURT REPORTER

DRS

1 THE COURT: First of all, I want to swear you
2 both in. Raise your right hand.

3 (Whereupon, Subhana Rahim and were duly
4 sworn by the Court.)

5 THE COURT: What is your name?

6 MS. DAVIS: Janina Davis.

7 THE COURT: And what is your name?

8 MS. RAHIM: Subhana Rahim.

9 THE COURT: I understand you're settling this
10 case; is that correct?

11 MS. RAHIM: Yes.

12 MS. DAVIS: Yes.

13 THE COURT: Are you settling this on your own
14 free will MS. DAVIS: Yes, I am.

15 MS. RAHIM: Yes.

16 THE COURT: You both spoke to your attorney
17 before you settled this case?

18 MS. DAVIS: Yes.

19 MS. RAHIM: Yes.

20 THE COURT: You had a weekend to think about
21 this case and you decided on your own free will you're
22 settling this case?

23 MS. DAVIS: Yes.

24 MS. RAHIM: Yes.

25 THE COURT: Okay.

DRS

Stipulation of Settlement

1 The way I understand this case is being settled
2 is that there are going to be two buyers who are going to
3 buy the property.

4 Is it going to be two or one?

5 MR. YERUSALEM: It's two, M & M Developers.

6 THE COURT: What is your name?

7 MR. MOSHE: Musa Moshe.

8 THE COURT: And yours?

9 MR. YERUSALEM: Moraed Yerusalem.

10 THE COURT: Okay?

11 Now, it's hereby settled and agreed by and
12 between the above-actioned parties that the
13 above-actioned case is settled as follows:

14 All parties are to give up all claims against
15 each other, and that -- what is your name?

16 MS. DAVIS: Janina Davis.

17 THE COURT: -- and that Janina Davis will
18 transfer the property to M & M, and M & M guarantees that
19 each one will have a hundred thousand dollars net, net,
20 net. That means no transfer taxes, sales transfer taxes,
21 no purchase taxes. They will end up with each, the
22 plaintiff and the defendant, with a hundred thousand
23 dollars in their pocket.

24 And this is subject to the agreement in which
25 they entered into. It's a three-page agreement which is

DRS

Stipulation of Settlement

1 signed by all parties.

2 MR. SOLEIL: Your Honor, I would actually like
3 to read the three-page agreement into the record.

4 THE COURT: What's the purpose? You can just
5 submit it.

6 MR. SOLEIL: I would like to.

7 THE COURT: If it makes you feel better, go
8 ahead and do it.

9 MR. SOLEIL: I'm quoting. The three-page
10 agreement reads as follows:

11 The parties, Rahim and Davis, stipulate and
12 agree as follows:

13 The subscribing parties shall release and
14 forever forego any and all claims, interests, causes of
15 action related to the herein-complained action and any
16 and all other potential causes of action before today
17 contingent on the completion of the terms below.

18 2: Davis shall sell the premises to M & M
19 Developer, L.L.C. on or before January 2nd, 2006 at a
20 price equal to the price to settle the current mortgage
21 on the premises, currently estimated at \$752,000.

22 3: Rahim and Davis shall receive an additional
23 one-hundred-thousand dollars net each on or before
24 January 2nd 2006 at a time simultaneous with closing from
25 the buyer M & M Developer, L.L.C.

DRS

Stipulation of Settlement

1 4: Shall be recited later.

2 5: Buyer M & M Developer, L.L.C. shall pay
3 \$15,000 deposit to Rahim by her attorney, Soleil &
4 Company, against the one-hundred-thousand dollars total
5 due her upon execution of this agreement.

6 6: The premises herein referred to is 187
7 Gates Avenue, Brooklyn, New York, Block 1972, Lot 38 of
8 Kings County.

9 7: Rahim and Davis agree that the notice of
10 pendency shall be removed and vacated immediately upon
11 the clearance of funds of the 15-thousand-dollar deposit
12 to Rahim.

13 Now going back to 4: Rahim shall reside in a
14 unit at the premises until December 31st, 2005, with no
15 rent. Thereafter, Rahim shall vacate the premises, or,
16 if Rahim shall decide to remain, Rahim shall live at the
17 garden-level apartment with exclusive access to the
18 backyard of the premises for one year at a rate of \$1,500
19 a month, plus utilities, paid by Rahim, and Rahim shall
20 give to M & M Developer, L.L.C. security of \$1,500 at the
21 closing.

22 Failure to vacate as per this agreement will
23 make Rahim liable to M & M Developer, L.L.C. for all
24 legal fees, rents and 20-percent interest upon her
25 eviction or her subsequent vacating the premises.

DRS

Stipulation of Settlement

1 THE COURT: Subject to that, it's so
2 stipulated?

3 MS. RAHIM: Yes.

4 MS. DAVIS: Yes.

5 THE COURT: So stipulated?

6 MR. SOLEIL: Yes, your Honor.

7 MS. CLARK: Yes.

8 THE COURT: You agree to abide by this
9 agreement; is that correct?

10 MR. MOSHE: I agree.

11 THE COURT: And, Moraed, you're agreeing to
12 abide by this agreement, too?

13 MR. YERSULAEM: Yes.

14 THE COURT: So you're buying the property and
15 you will in essence give them a hundred thousand dollars
16 net to each, the plaintiff and the defendant, and you
17 will pay the transfer tax, both the sellers' transfer tax
18 and the buyers' transfer tax or any other expenses that
19 there are pursuant to this transfer of the property
20 between you and Janina, and they will get a hundred
21 thousand dollars apiece.

22 Is that correct?

23 MR. MOSHE: Yes.

24 THE COURT: So stipulated, everybody?

25 MR. SOLEIL: Yes, your Honor.

DRS

Stipulation of Settlement

MS. CLARK: Yes.

* * * *

It is hereby certified that the foregoing is a true and accurate transcript of the proceedings.

David Sedacca
DAVID R. SEDACCA
OFFICIAL COURT REPORTER

DRS

SEP

At an L.A.S. Trial Term, Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at Civic Center, Borough of Brooklyn, City and State of New York, on the 19th day of JULY 2011

P R E S E N T :

Hon.

SCHMIDT

Justice

RATHIN

Plaintiff(s)

Cal. No.

Index No.

31765-04

- against -

DESTULA

Defendant(s)

The following papers numbered 1 to read on this motion

Papers Numbered

Notice of Motion - Order to Show Cause

and Affidavits (Affirmations) Annexed

Answering Affidavit (Affirmation)

Reply Affidavit (Affirmation)

Affidavit (Affirmation)

Pleadings - Exhibits

Stipulations - Minutes

Filed Papers

The stipulation annexed is a valid stipulation that was entered before me with full consent of all the signatories thereto. As to, or a managing member had a right to sign on behalf of the LLC & bind the LLC to this hybrid stipulation contract

For Clerks use only

MG

MD

Motion Seq. #

EJV-rev 11-04

J.S.C.

HON. DAVID I. SCHMIDT

A handwritten signature in black ink, appearing to be a stylized 'R' or 'K'.

FILED
KINGS COUNTY CLERK
2011 AUG 26 AM 10:10